

COMMONWEALTH OF VIRGINIA

Original

STANDARD CONTRACT

Contract Number 720C-04116-07R
Laboratory Reagents and Instrumentation Supplies and Services

This contract entered into this 30th day of May 2007, by Beckman Coulter, Inc., 250 South Kraemer Boulevard, Brea, CA 92822 hereinafter called the "Contractor" and Commonwealth of Virginia, Department of Mental Health, Mental Retardation and Substance Abuse Services, called the "Purchasing Agency".

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From July 1, 2007 through June 30, 20012. This contract may be renewed for seven additional one-year periods in accordance with Section VIII-I Titled "Renewal of Contract", of the Request for Proposals 720C-04116-07R dated January 29, 2007.

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposals 720C-04116-07R dated January 29, 2007:
 - (a) Purpose (Section I);
 - (b) Background (Section II);
 - (c) Statement of Needs (Section III) with the removal of the following sentence, "The Contractor or its assignee shall be responsible for paying any property taxes or other fees associated with ownership that may be levied against the equipment and for carrying adequate fire and theft insurance on the equipment as long as the Contractor retains title.";
 - (d) Reporting and Delivery Requirements (Section VI);
 - (e) General Terms and Conditions (Section VII);
 - (f) Special Terms and Conditions (Section VIII); and
 - (g) Method of Payment (Section IX)

- (3) The Contractor's Proposal dated February 22, 2007 and the following negotiated pricing and other modifications to the Proposal:

(a) Beckman Coulter Letter dated February 27, 2007 under second bullet concerning the removal of the statement on all reference and included Beckman Coulter documents the statement "Confidential Document between Beckman Coulter and the Customer". Also included is Beckman Coulter Bulletin 9112 "Coulter HmX Hematology Analyzer";

(b) Beckman Coulter Letter referenced "Proposal 23188US, 23190US, 23141US", with the deletion of item #7 in its entirety;

(c) Beckman Coulter letter referenced Proposal 23188US, 23190US 23141US, revised pricing, which shall be the finalized pricing for this contract; and

(d) Beckman Coulter Service Call Escalation, Document ID USD_SVC 2.04-G Effective Date 31 Mar 06, all of which documents are incorporated herein and copies attached.

And the following Items:

1. Beckman Coulter shall pay for lodging, transportation, and meals for the Off-Site Advance HmX AL Training of 1 Lab Technician from each of the five facilities included on this contract. Date to be determined. Training shall be provided at least 30 days after instrumentation set delivered, set-up and running in each lab. Note Training for two facilities will be later due to set-up schedule for October 1, 2007.
2. The ship date for the equipment to the labs at Western Virginia Mental Health Institute, Western State Hospital and Eastern State Hospital shall be immediately. The ship date for the equipment to the labs at Central Virginia Training Center and Hiram Davis Medical Center shall be August 1, 2007.
3. The equipment for the labs at Western Virginia Mental Health Institute, Western State Hospital and Eastern State Hospital shall be delivered, set-up and operational by July 1, 2007 or as soon as reasonable possible given the short time notice.
4. The equipment for the labs at Central Virginia Training Center and Hiram Davis Medical Center Hospital shall be delivered, set-up and operational by October 1, 2007.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

BECKMAN COULTER, INC.

By: 

(Signature)

PAUL S. HODNICK, V.P.

~~William Ward~~

Beckman Coulter Corporate
Accounts and National Bids

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF MENTAL HEALTH,
MENTAL RETARDATION AND
SUBSTANCE ABUSE SERVICES

By: 

(Signature)

Joy S. Lazarus, Director
Office of Administrative Services

Date: 6/1/07

Date: 6/4/07

REQUEST FOR PROPOSALS (RFP)RFP# 720C-04116-07R

Issue Date: January 29, 2007

Title: Laboratory Hematology Reagents and Instrumentation

Commodity Code: 19336

Issuing Agency: Commonwealth of Virginia
Department of Mental Health, Mental
Retardation and Substance Abuse Services (DMHMRSAS)
P. O. Box 1797 (1220 Bank Street)
Richmond, Virginia 23218-1797

Location Where Work Will Be Performed: Various Hospital Laboratories for the
DMHMRSAS Throughout the State Listed, in This RFP

Initial Period Of Contract: From July 1, 2007 Through June 30, 2012
(with the option to renew for seven (7) successive one-year periods.)

Sealed Proposals For Furnishing the Services Described Herein Will Be Received Until February 23, 2007,
3:00 P.M., EST And Then Opened In Public.

Submit Comments Questions	Interested parties may submit written comments or questions on any aspect of this RFP on or before 5:00 p.m. Thursday, February 15, 2007. Please submit your comments and questions to David T. Ray: By email: dave.ray@co.dmhmrzas.virginia.gov No other questions will be responded to after the Thursday, February 15, 2007 deadline.
Copies of RFP and Answers to submitted Questions	May be obtained at www.dmhmrzas.virginia.gov on left side of screen click on Admin & Business, then on main list click on Procurements and then click on link to Solicitations for the Office of Administrative Services and look for solicitation number assigned.

Proposal Delivery Information:

All Proposals shall be addressed: DMHMRSAS, Office of Administrative Services. If mailed, send to P.O. Box 1797, Richmond, VA 23218-1797; if hand delivered Jefferson Building, 1st Floor - Room 108, 1220 Bank Street, Richmond, Virginia, 23219. Envelopes should be marked with RFP number and opening date and time. It is the Offeror's responsibility to assure that proposals are received and logged in by Procurement Office staff at the location indicated by the date and time above, regardless of the method of delivery. LATE proposals will NOT be accepted under any circumstances. This page and the following signature page must accompany your

proposal, with all information supplied and signatures applied as required.

IN COMPLIANCE WITH THE ABOVE REFERENCED REQUEST FOR PROPOSALS AND TO ALL THE CONDITIONS IMPOSED HEREIN, IN FACT OR BY REFERENCE, THE UNDERSIGNED OFFERS AND AGREES TO FURNISH THE SERVICES IN ACCORDANCE WITH THE ATTACHED SIGNED PROPOSAL OR AS MUTUALLY AGREED UPON BY SUBSEQUENT NEGOTIATION.

Offeror Name and Address:

_____	Date: _____
_____	By: _____
_____	<i>(Official Signature in Ink)</i>
Telephone: _____	Printed Name: _____
FEI/FIN Number: _____	Title: _____
E-mail: _____	FAX #: _____

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

1. PURPOSE:

The purpose of this Request for Proposals (RFP) is to solicit sealed proposals from qualified vendors to establish a term contract for laboratory reagents and instrumentation rental with one or more vendors for providing Hematology analyzers, and the necessary reagents and all supplies (including consumables and disposables) required for testing. This contract will be for use by the Department of Mental Health, Mental Retardation and Substance Abuse Services (DMHMRSAS) hospital laboratories listed below. Additional State agencies or institutions may be added under the terms of this contract. Any agencies or institutions added may be deleted at anytime during the period of this contract. Modification of the contract to add or delete agencies and institutions shall be made only by the execution of a written supplement agreement between the Contracting Agency and the Contractor. This modification shall name the specific agency or institution to be added or deleted.

1. Western State Hospital (WSH)
P.O. Box 2500
Staunton, Virginia 24401-1450
Laboratory Supervisor - Gail Burford
(540) 332-8362
2. Eastern State Hospital (ESH)
4601 Ironbound Road
Williamsburg, Virginia 23188
Laboratory Supervisor – Jesse Waddy
(757) 253-5313
3. Southwestern Virginia Mental Health Institute (SWVMHI)
340 Bagley Circle
Marion, Virginia 24354
Laboratory Supervisor - Rebecca Barker
(540) 783-1227

The following two DMHMRSAS labs will not participate in this contract at this time but DMHMRSAS reserves the right for them to participate at a later date under the terms of the original contract:

4. Hiram W. Davis Medical Center (HWDMC)
P.O. Box 4030
Petersburg, Virginia 23803
Laboratory Supervisor - Sharon Buren
(804) 524-4600
5. Central Virginia Training Center (CVTC)
P.O. Box 1098
Lynchburg, Virginia 24505
Laboratory Supervisor - Netra Vasudevan
(434) 947-6145

II. **BACKGROUND:**

The equipment currently placed in these laboratories is as follows. Note that some equipment is Contractor-owned while others are owned by the Commonwealth.

Central Virginia Training Center (CVTC)

Abbott Cell-Dyn 3200CS – Owned by Abbott

Eastern State Hospital (ESH)

Abbott Cell-Dyn 1700 – Owned by Abbott

Hiram W. Davis Medical Center (HDMC)

Abbott Cell Dyn 3200CS - Owned by Abbott

Southwestern Virginia Mental Health Institute (SWVMHI)

Abbott Cell-Dyn 1700 – Owned by Abbott

Western State Hospital (WSH)

Abbott CD3000 – Owned by WSH

It is the desire of the Commonwealth to negotiate one contract (with multiple vendors, if necessary) to cover all of the reagent and instrumentation needs as defined in this Request for Proposals. Offerors may propose multiple and/or single instruments for each laboratory.

III. **STATEMENT OF NEEDS:**

- A. **INSTRUMENTS:** The information listed below describes the instruments that may be required under this contract. The Commonwealth reserves the right to add or delete instruments or various tests during the term of this contract as required. The instruments provided under any contract resulting from the Request for Proposals shall be shipped F.O.B. laboratory destination, freight prepaid. The Contractor shall provide installation, set up (to include instrument calibration), and calibration verification (linearity studies) for these instruments. The instruments may be upgraded at any time if the workload increases or decreases or if more suitable instruments should become available from the Contractor. The Contractor shall provide technical and software updates, upgrades and instrument retrofits when they become available at no additional cost to the Commonwealth. Included in these no cost updates or upgrades will be those that provide additional enhancements or benefits. Title to the instruments shall at all times remain with the Contractor or its assignee unless otherwise agreed upon by the DMHMRSAS and the Contractor. The Contractor or its assignee shall be responsible for paying any property taxes or other fees associated with ownership that may be

levied against the equipment and for carrying adequate fire and theft insurance on the equipment as long as the Contractor retains title. Repair and scheduled preventative maintenance is the responsibility of the Contractor. The Commonwealth will consider proposals that do not provide for the replacement of all instruments at each laboratory at this time or during the term of the contract. The Commonwealth may consider accepting reagent credits for trade-ins on owned equipment that is replaced during the term of the contract. The credits would be based on the value of the equipment at the time of the trade-in. Reagent credits will be utilized by the generating laboratory or any laboratory covered under this contract within the fiscal year (July 1 to June 30) in which the trade-in was initiated. Any credit balance at the end of the fiscal year will be issued in the form of a check made payable to the Treasurer of Virginia. The Contractor shall evaluate and state site specific needs for instrument installation to include plumbing, electrical, ventilation, environmental needs, etc.

Hematology Analyzer: The following describes the mandatory and desirable features of this equipment:

1. The instrument shall have closed container sampling.
☐ Instrument has this feature.
☐ Instrument does not have this feature.
2. Instrument shall have a minimum of 5 part automated differential.
☐ Instrument has this feature.
☐ Instrument does not have this feature.
3. Instrument shall have microsample capability. State minimum sample: _____
☐ Instrument has this feature.
☐ Instrument does not have this feature.
4. The instrument offered shall accommodate each laboratory's volume and needs.
☐ System meets this requirement.
☐ System does not meet this requirement.
5. The instrument shall provide extended counting period for cytopenic platelet samples.
☐ Instrument has this feature.
☐ Instrument does not have this feature.
6. Instrument shall provide for visual and printed WBC, RBC, and Plt histograms (or real time histograms) or equivalents.
☐ System meets this requirement.
☐ System does not meet this requirement.
7. The instrument shall have on-board diagnostics system, cumulative quality control data storage and patient recall.
☐ Instrument has these features.
☐ Instrument does not have these features.
8. State the data storage capacity of the instrument: _____

9. The instrument must have the capability of internal monitoring of problem samples with results being flagged to alert the operator of a problem.
____ System meets this requirement.
____ System does not meet this requirement.
10. The instrument should produce a chartable patient report.
____ Instrument has this feature.
____ Instrument does not have this feature.
11. The Contractor must provide a printer for printing quality control data and graphic output.
____ A printer will be provided for each location.
____ Printers will not be provided.
12. Instrument shall be equipped to perform automated calibration calculations.
____ System meets this requirement.
____ System does not meet this requirement.
13. Instrument shall have automated self-cleaning capability.
____ Instrument has this feature.
____ Instrument does not have this feature.
14. Instrument shall have automated checks on electronics.
____ Instrument has this feature.
____ Instrument does not have this feature.
15. Instrument shall have X Bar B analysis or equivalent.
____ Instrument has this feature.
____ Instrument does not have this feature.
16. Instrument shall have reagent level-sensor and alarm for monitoring reagent inventory.
____ Instrument has this feature.
____ Instrument does not have this feature.
17. Instrument shall have on-board quality control program.
____ Instrument has this feature.
____ Instrument does not have this feature.
18. It is desirable that the instrument has walk away capability, closed container sampling and an auto loader.
____ Instrument has these features.
____ Instrument does not have these features.
19. It is desirable that the instrument provide positive patient I.D. by bar coding or other means.

- ☐ Instrument has this feature.
☐ Instrument does not have this feature.

B. **SUPPLIES:** The Contractor shall submit with their proposal a list of all supplies, disposables, consumables and parts that are required to perform the necessary tests performed by each lab.

1. Regents, parts, calibrators, supplies, etc. shall be supplied free of freight charges by the contractor.

Reagent Stability – State typical expiration dating of reagents and state minimum expiration Dating guarantee/policy:

2. The terms of ordering and delivery of all requested contract items (reagents, consumables and disposables) shall be laboratory specific (Example: some monthly, some quarterly, some semi-annually, some bi-monthly). The free ship date shall be provided for each of the facility labs. The Contractor shall carry an adequate stock to insure such delivery service for the duration of the contract.

Comment:

3. It is desirable that all controls and calibrators, which are considered to be consumables, be included under this contract and furnished by the Contractor at no additional cost.

☐ These will be supplied as requested.

☐ These will be supplied as requested at an additional cost. (List Cost).

☐ These will not be supplied.

4. It is desirable that all parts be supplied under this contract at no additional cost. The Offerors must state any parts that are not included and their cost or be itemized and priced on the pricing schedule. Offerors need to submit an estimated usage of consumable parts and supplies with prices for each facility proposal.

Comment and response:

C. MAINTENANCE: The following describes the maintenance requirements for equipment under this contract.

1. The Contractor shall provide the period of the equipment warranty and the cost of subsequent service contracts including all instrument parts, collateral supplies, labor and travel associated with the repair and preventative maintenance of the instruments. The Contractor shall schedule and perform at least an annual preventative maintenance inspection.

Comment and response:

2. The Contractor shall provide on-site coverage between the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday.

Should any laboratory desire after hours, Saturday, Sunday, or Holiday service, the Contractor will attempt to provide such service, and the laboratory may be invoiced for any such labor not to exceed time and a half for after hours, Saturday and Sunday and double time for holidays. Any required parts will be supplied at no charge.

☐ This requested service would be provided. Indicate any costs for weekend or holiday service:

☐ This service will not be met. Comments:

3. The Contractor shall promptly respond to request for service calls in order to prevent downtime of no more than 24 hours (excluding weekends) from the time of the first call. The Contractor shall pay all costs associated with having tests performed by an outside laboratory if instrumentation is to be out of service for greater than two working days.

☐ This requirement will be met.

☐ This requirement will not be met. Comments:

4. The Contractor shall provide a 24-hour toll free number hot line for technical service with a 2-hour phone response to trouble reported.

Indicate hot line number, if available:

5. The Contractor shall supply provide with each piece of equipment and operations and

_____ maintenance manual and parts list.

_____ This requirement will be met.

_____ This requirement will not be met.

D. TRAINING: The Contractor shall provide training for at least two key operator from each laboratory at no expense to the Commonwealth during a time frame to be determined by each laboratory.

1. It is desirable that the Contractor provides off-site training. The Contractor shall state whether training can be accomplished by traveling to the Contractor's training headquarters or will the training be provided at the laboratory:

a. If training is to be done at the Contractor's facility, all expenses including transportation shall be borne by the Contractor.

b. The Contractor shall provide additional training as necessary due to changes in technology or with the addition of new instruments at any of the laboratories.

E. DELIVERY OF EQUIPMENT AND INSTALLATION OF THE INSTRUMENT: The instrument(s) shall be shipped free-of-charge, F.O.B. laboratories within sixty (60) days by the Contractor at the Contractor's expense. The Contractor, or its designee, shall provide installation as called for by the Operator's Manual for the particular instrument within fifteen (15) days after the delivery date. The Contractor is responsible for installing the instrument to the building. The Contractor must comply with all local building codes and pay for all costs associated with installation. The Contractor shall ensure instrument installation in accordance to accrediting agency's (CLIA, JCAHO, CAP, etc.) requirements.

_____ These requirements will be met.

_____ These requirements will not be met.

F. DEMONSTRATION EQUIPMENT: The Commonwealth reserves the right to require that any Offerors with whom negotiations are being conducted, place any piece of equipment with which the Commonwealth is not familiar in one of the hospital laboratories for evaluation for not less than 7 days but not more than 30 days at no cost to the Commonwealth to include the reagents.

_____ Demonstration equipment is available and will comply with the above-stated requirements.

_____ Demonstration equipment is not available.

VI. REPORTING AND DELIVERY REQUIREMENTS:

Annual Volume Report: The Contractor shall provide, annually or upon request, a report of the purchases of reagents and other materials, by laboratory. Also, the Contractor shall furnish the agency with an annual report broken out by the total dollar volume of purchases and the total number of items ordered under this contract at each hospital laboratory.

VII. GENERAL TERMS AND CONDITIONS:

- A. **VENDOR'S MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendor's Manual* and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is normally available for review at the purchasing office and in addition a copy can be obtained from the Division of Purchases and Supply web site: www.dgs.state.va.us/dps. The appeals and disputes procedures set forth in the DMHMRSAS *Standard Administrative Practices and Procedures Manual*, Chapter 5 – Contractual Services, are applicable to this contract. A copy of this chapter is available for review in the offices of the Purchasing Agency.
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2-4366). ADR procedures are described in Chapter 9 of the Vendors Manual. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their proposals, Offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their proposals, Offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- F. DEBARMENT STATUS: By submitting their proposals, Offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. ANTITRUST: By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR RFPs: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. CLARIFICATION OF TERMS: If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. PAYMENT:

1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges, which appear to be unreasonable, will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges, which are not in dispute (Code of Virginia, § 2.2-4363).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per

month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
- K. PRECEDENCE OF TERMS: The following General Terms and Conditions VENDORS MANUAL, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
 1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of

work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or

- c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor, as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Vendors Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.
- P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies, which the Commonwealth may have.
- Q. TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- R. TRANSPORTATION AND PACKAGING: By submitting their proposals, all Offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
- S. INSURANCE: By signing and submitting a bid or proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. The Offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST

CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

- U. DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- V. NONDISCRIMINATION OF CONTRACTORS: An Offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the Offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

- W. eVA Business-To-Government Vendor Registration: The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All Offerors must register in eVA; failure to register will result in the proposal being rejected.
1. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
 2. eVA Premium Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.
 3. The Vendor Transaction Fee is:
 - a. DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - b. Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.
- X. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

VIII. SPECIAL TERMS AND CONDITIONS:

- A. ADVERTISING In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to DMHMRSAS will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
- B. AUDIT: The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

- C. ADDITIONAL USERS: This procurement is being conducted on behalf of state agencies, institutions and other public bodies who may be added or deleted at anytime during the period of the contract. The addition or deletion of authorized users not specifically named in the solicitation shall be made only by written contract modification issued by this agency or institution and upon mutual agreement of the contractor. Such modification shall name the specific agency added or deleted and the effective date. The contractor shall not honor an order citing the resulting contract unless the ordering entity has been added by written contract modification.
- D. CANCELLATION OF CONTRACT: The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, either party, without penalty, may terminate the resulting contract after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- F. PREVENTIVE MAINTENANCE: The contractor shall provide necessary preventive maintenance, required testing and inspection, calibration and/or other work necessary to maintain the equipment in complete operational condition during the warranty period.
- I. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for 7 successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the "Services" category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available. (Table 4).
 2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the "Services" category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available. (Table 4).

- J. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- K. WARRANTY (COMMERCIAL): The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation. A copy of this warranty should be furnished with the bid/proposal.
- L. eVA Business-To-Government Contracts and Orders: The solicitation/contract will result in many purchase order(s) with the eVA transaction fee specified below assessed for each order.

For all orders issued, the Vendor Transaction Fee is:

- (a) DMBE-certified Small Businesses: 1%, Capped at \$500 per order.
- (b) Businesses that are not DMBE-certified Small Businesses: 1%, Capped at \$1,500 per order.

The eVA transaction fee will be assessed approximately 30 days after each purchase order is issued. Any adjustments (increases/decreases) will be handled through eVA change orders.

Internet electronic procurement solution, website portal www.eva.state.va.us, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

- N. DELIVERY NOTIFICATION: Each Laboratory Supervisor listed on page 3 shall be notified 48 hours prior to delivery of any items so that personnel may be available to allow access to the building and verify items received.
- O. INSTALLATION: All items must be assembled and set in place, ready for use. All crating and other debris must be removed from the premises.
- P. WORK SITE DAMAGES: Any damage, including damage to finished surfaces, resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the Contractor's expense.
- Q. QUANTITIES: Quantities set forth in this solicitation are estimates only, and the Contractor shall supply at prices quoted the actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.

R. **CONFIDENTIALITY:** The Contractor assures that information and data obtained during the performance of this agreement shall be considered confidential, during and following the term of this agreement, and will not be divulged without the Purchasing Agency's written consent and then only in strict accordance with prevailing laws. The Contractor shall hold all information provided by the Purchasing Agency as proprietary and confidential, and shall make no unauthorized reproduction or distribution of such material. Upon termination of this agreement and/or within 30 days of receipt of final payment for services, all materials, data and information in the possession of the Contractor, provided to or obtained by the Contractor during the performance of this agreement and to satisfy the requirements of this agreement, shall be provided to the Purchasing Agency in hardcopy and/or electronic form. Except where law allows, the Contractor shall not retain hard copies of the material, data and information and all electronic stored material, data and information shall be expunged from equipment and systems retained by the Contractor.

S. **EVA BUSINESS-TO-GOVERNMENT CONTRACTS:** The eVA Internet Electronic Procurement Solution, web site portal www.eva.state.va.us, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and submit a fully executed American Management Systems, Inc., (AMS) Trading Partner Agreement, a copy of which can be accessed and downloaded from www.eva.state.va.us. AMS is the Commonwealth's service provider to implement and host the eVA e-procurement solution.

NOTE: Failure to comply with the above requirement will be just cause for the Commonwealth to reject your offer or terminate this contract for default.

IX. **METHOD OF PAYMENT:** The Contractor shall be paid on the basis of invoices submitted directly to the using State hospital laboratories covered under this contract. The Commonwealth of Virginia is on a 30-payment cycle and has a Prompt Payment Act.

REQUEST FOR PROPOSALS (RFP)

RFP# 720C-04116-07R

Issue Date: January 29, 2007

Title: Laboratory Hematology Reagents and Instrumentation

Commodity Code: 19336

Issuing Agency: Commonwealth of Virginia
Department of Mental Health, Mental
Retardation and Substance Abuse Services (DMHMRSAS)
P. O. Box 1797 (1220 Bank Street)
Richmond, Virginia 23218-1797

Location Where Work Will Be Performed: Various Hospital Laboratories for the
DMHMRSAS Throughout the State Listed, in This RFP

Initial Period Of Contract: From July 1, 2007 Through June 30, 2012
(with the option to renew for seven (7) successive one-year periods.)

Sealed Proposals For Furnishing the Services Described Herein Will Be Received Until February 23, 2007,
3:00 P.M.,EST And Then Opened In Public.

Submit Comments	Interested parties may submit written comments or questions on any aspect of this
Questions	RFP on or before 5:00 p.m. Thursday, February 15, 2007. Please submit your comments and questions to David T. Ray: By email: <u>dave.ray@co.dmhmrzas.virginia.gov</u> No other questions will be responded to after the Thursday, February 15, 2007 deadline.
Copies of RFP and Answers to submitted Questions	May be obtained at <u>www.dmhmrzas.virginia.gov</u> on left side of screen click on Admin & Business, then on main list click on Procurements and then click on link to Solicitations for the Office of Administrative Services and look for solicitation number assigned.

Proposal Delivery Information:

All Proposals shall be addressed: DMHMRSAS, Office of Administrative Services. If mailed, send to P.O. Box 1797, Richmond, VA 23218-1797; if hand delivered Jefferson Building, 1st Floor - Room 108, 1220 Bank Street, Richmond, Virginia, 23219. Envelopes should be marked with RFP number and opening date and time. It is the Offeror's responsibility to assure that proposals are received and logged in by Procurement Office staff at the location indicated by the date and time above, regardless of the method of delivery. LATE proposals will NOT be accepted under any circumstances. This page and the following signature page must accompany your proposal, with all information supplied and signatures applied as required.

TABLE OF CONTENTS FOR THE RFP

I.	PURPOSE	Page 4
II.	BACKGROUND	Page 5
III.	STATEMENT OF NEEDS	Page 5
IV.	PROPOSAL PREPARATION & SUBMISSION REQUIREMENTS	Page 10
V.	EVALUATION AND AWARD CRITERIA	Page 14
VI.	REPORTING AND DELIVERY REQUIREMENTS	Page 15
VII.	GENERAL TERMS AND CONDITIONS	Page 15
VIII.	SPECIAL TERMS AND CONDITIONS	Page 22
IX.	METHOD OF PAYMENT	Page 25
X.	LIST OF ATTACHMENTS	Page 25

IN COMPLIANCE WITH THE ABOVE REFERENCED REQUEST FOR PROPOSALS AND TO ALL THE CONDITIONS IMPOSED HEREIN, IN FACT OR BY REFERENCE, THE UNDERSIGNED OFFERS AND AGREES TO FURNISH THE SERVICES IN ACCORDANCE WITH THE ATTACHED SIGNED PROPOSAL OR AS MUTUALLY AGREED UPON BY SUBSEQUENT NEGOTIATION.

Offeror Name and Address:

Beckman Coulter, Inc.

250 So. Kraemer Blvd.

Brea, CA 92822

Telephone: (800) 526-3821

FEI/FIN Number: 95-1040600

Date:

2-22-07

By:

Thomas D. Stokes
(Official Signature in Ink)

Printed

Name:

THOMAS D. STOKES

Title:

MGR, GOVT CONTRACTS

E-mail: ssavarese@Beckman.com (local Virginia-based Hematology-Sales Rep)

FAX #: On-demand reagent orders: 888-899-6794; Bid award (only): 714-961-3859

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

I. PURPOSE:

The purpose of this Request for Proposals (RFP) is to solicit sealed proposals from qualified vendors to establish a term contract for laboratory reagents and instrumentation rental with one or more vendors for providing Hematology analyzers, and the necessary reagents and all supplies (including consumables and disposables) required for testing. This contract will be for use by the Department of Mental Health, Mental Retardation and Substance Abuse Services (DMHMRSAS) hospital laboratories listed below. Additional State agencies or institutions may be added under the terms of this contract. Any agencies or institutions added may be deleted at anytime during the period of this contract. Modification of the contract to add or delete agencies and institutions shall be made only by the execution of a written supplement agreement between the Contracting Agency and the Contractor. This modification shall name the specific agency or institution to be added or deleted.

1. Western State Hospital (WSH)
P.O. Box 2500
Staunton, Virginia 24401-1450
Laboratory Supervisor - Gail Burford
(540) 332-8362
2. Eastern State Hospital (ESH)
4601 Ironbound Road
Williamsburg, Virginia 23188
Laboratory Supervisor – Jesse Waddy
(757) 253-5313
3. Southwestern Virginia Mental Health Institute (SWVMHI)
340 Bagley Circle
Marion, Virginia 24354
Laboratory Supervisor - Rebecca Barker
(540) 783-1227

The following two DMHMRSAS labs will not participate in this contract at this time but DMHMRSAS reserves the right for them to participate at a later date under the terms of the original contract:

4. Hiram W. Davis Medical Center (HWDMC)
P.O. Box 4030
Petersburg, Virginia 23803
Laboratory Supervisor - Sharon Buren
(804) 524-4600
5. Central Virginia Training Center (CVTC)
P.O. Box 1098
Lynchburg, Virginia 24505
Laboratory Supervisor - Netra Vasudevan
(434) 947-6145

II. BACKGROUND:

The equipment currently placed in these laboratories is as follows. Note that some equipment is Contractor-owned while others are owned by the Commonwealth.

Central Virginia Training Center (CVTC)

Abbott Cell-Dyn 3200CS – Owned by Abbott

Eastern State Hospital (ESH)

Abbott Cell-Dyn 1700 – Owned by Abbott

Hiram W. Davis Medical Center (HDMC)

Abbott Cell Dyn 3200CS - Owned by Abbott

Southwestern Virginia Mental Health Institute (SWVMHI)

Abbott Cell-Dyn 1700 – Owned by Abbott

Western State Hospital (WSH)

Abbott CD3000 – Owned by WSH

It is the desire of the Commonwealth to negotiate one contract (with multiple vendors, if necessary) to cover all of the reagent and instrumentation needs as defined in this Request for Proposals. Offerors may propose multiple and/or single instruments for each laboratory.

III. STATEMENT OF NEEDS:

- A. INSTRUMENTS: The information listed below describes the instruments that may be required under this contract. The Commonwealth reserves the right to add or delete instruments or various tests during the term of this contract as required. The instruments provided under any contract resulting from the Request for Proposals shall be shipped F.O.B. laboratory destination, freight prepaid. The Contractor shall provide installation, set up (to include instrument calibration), and calibration verification (linearity studies) for these instruments. The instruments may be upgraded at any time if the workload increases or decreases or if more suitable instruments should become available from the Contractor. The Contractor shall provide technical and software updates, upgrades and instrument retrofits when they become available at no additional cost to the Commonwealth. Included in these no cost updates or upgrades will be those that provide additional enhancements or benefits. Title to the instruments shall at all times remain with the Contractor or its assignee unless otherwise agreed upon by the DMHMRSAS and the Contractor. The Contractor or its assignee shall be responsible for paying any property taxes or other fees associated with ownership that may be levied against the equipment and for carrying adequate fire and theft insurance on the equipment as long as the Contractor retains title. Repair and scheduled preventative maintenance is the responsibility of the Contractor. The Commonwealth will consider proposals that do not provide for the replacement of all instruments at each laboratory at this time or during the term of the contract.

The Commonwealth may consider accepting reagent credits for trade-ins on owned equipment that is replaced during the term of the contract. The credits would be based on the value of the equipment at the time of the trade-in. Reagent credits will be utilized by the generating laboratory or another laboratory covered under this contract within the fiscal year (July 1 to June 30) in which the trade-in was initiated. Any credit balance at the end of the fiscal year will be issued in the form of a check made payable to the Treasurer of Virginia. The Contractor shall evaluate and state site specific needs for instrument installation to include plumbing, electrical, ventilation, environmental needs, etc.

Hematology Analyzer: The following describes the mandatory and desirable features of this equipment:

1. The instrument shall have closed container sampling.
☒ Instrument has this feature.
☐ Instrument does not have this feature.
2. Instrument shall have a minimum of 5 part automated differential.
☒ Instrument has this feature.
☐ Instrument does not have this feature.
3. Instrument shall have microsample capability. State minimum sample: 125uL in Open Mode/ 50uL in pre-dilute mode
☒ Instrument has this feature.
☐ Instrument does not have this feature.
4. The instrument offered shall accommodate each laboratory's volume and needs.
☒ System meets this requirement.
☐ System does not meet this requirement.
5. The instrument shall provide extended counting period for cytopenic platelet samples.
☒ Instrument has this feature.
☐ Instrument does not have this feature.
6. Instrument shall provide for visual and printed WBC, RBC, and Plt histograms (or real time histograms) or equivalents.
☒ System meets this requirement.
☐ System does not meet this requirement.
7. The instrument shall have on-board diagnostics system, cumulative quality control data storage and patient recall.
☒ Instrument has these features.
☐ Instrument does not have these features.
8. State the data storage capacity of the instrument: 5,000
9. The instrument must have the capability of internal monitoring of problem samples with results being flagged to alert the operator of a problem.
☒ System meets this requirement.
☐ System does not meet this requirement.

10. The instrument should produce a chartable patient report.
☒ Instrument has this feature.
☐ Instrument does not have this feature.
11. The Contractor must provide a printer for printing quality control data and graphic output.
☒ A printer will be provided for each location.
☐ Printers will not be provided.
12. Instrument shall be equipped to perform automated calibration calculations.
☒ System meets this requirement.
☐ System does not meet this requirement.
13. Instrument shall have automated self-cleaning capability.
☒ Instrument has this feature.
☐ Instrument does not have this feature.
14. Instrument shall have automated checks on electronics.
☒ Instrument has this feature.
☐ Instrument does not have this feature.
15. Instrument shall have X Bar B analysis or equivalent.
☒ Instrument has this feature.
☐ Instrument does not have this feature.
16. Instrument shall have reagent level-sensor and alarm for monitoring reagent inventory.
☒ Instrument has this feature.
☐ Instrument does not have this feature.
17. Instrument shall have on-board quality control program.
☒ Instrument has this feature.
☐ Instrument does not have this feature.
18. It is desirable that the instrument has walk away capability, closed container sampling and an auto loader.
☒ Instrument has these features.
☐ Instrument does not have these features.
19. It is desirable that the instrument provide positive patient I.D. by bar coding or other means.
☒ Instrument has this feature.
☐ Instrument does not have this feature.

B. SUPPLIES: The Contractor shall submit with their proposal a list of all supplies, disposables, consumables and parts that are required to perform the necessary tests performed by each lab.

1. Regents, parts, calibrators, supplies, etc. shall be supplied free of freight charges by the contractor.

Reagent Stability – State typical expiration dating of reagents and state minimum expiration Dating guarantee/policy:

Comment: This is reagent dependant. See attachment-Reagent Matrix.

PRODUCT	PACKAGE	PART	OPEN	CLOSED	MINIMUM
	CONFIG.	#	STABILITY	CONTAINER	DATING
				STABILITY	
REAGENTS/LYTIC REAGENTS:					
ISOTON® III Diluent	20L	8546733	no claim	12 mo.	180 days
LYSE S® III diff Lytic Reagent	1L	8546983	60 days	1 yr.	90 days
CLEANING AGENTS:					
COULTER CLENZ®	500 mL	8546929	90 days	1 yr.	180 days
	5L	8546930	90 days	1 yr.	180 days
UNITIZED REAGENT PACKAGES:					
HmX PAK	each	8547166	60 days	9 mo.	90 days
PREPREP KITS:					
RelicPrep Reagent Kit	1x500mL-Rgt. A	7546978	60 days	18 mo.	90 days

2. The terms of ordering and delivery of all requested contract items (reagents, consumables and disposables) shall be laboratory specific (Example: some monthly, some quarterly, some semi-annually, some bi-monthly). The free ship date shall be provided for each of the facility labs. The Contractor shall carry an adequate stock to insure such delivery service for the duration of the contract.

Comment: There will be one free ship day per month. BCI will set up standing orders to be shipped on dates specified by customer.

3. It is desirable that all controls and calibrators, which are considered to be consumables, be included under this contract and furnished by the Contractor at no additional cost.
- ☒ X These will be supplied as requested.
- ☐ These will be supplied as requested at an additional cost. (List Cost).
- ☐ These will not be supplied.
4. It is desirable that all parts be supplied under this contract at no additional cost. The Offerors must state any parts that are not included and their cost or be itemized and priced on the pricing schedule. Offerors need to submit an estimated usage of consumable parts and supplies with prices for each facility proposal.

Comment and response: The chart below details consumable parts that are not covered under the service contract.

CONSUMABLES PARTS LISTING

Revised February 1, 2006

Consumable Parts not covered by Warranty or Service Agreement

HMX Instruments

Item	Part Number	Price
Cassettes:		
10-13 mm- Quantity: 1	6605369	\$121.00
10-13 mm - Quantity: 5	6605368	\$580.00
7 mL - Quantity: 1	6605367	\$320.00
Retic Dispenser: 2 mL Dispenser	6232457	\$335.00
Retic Dispenser: Tips	6232749	\$3.50
Barcode Labels:		
10 Sheets of 10 Labels	2429923	\$72.00
Autoloader Needle	7000645	\$339.00
Pick-up Tubings:		
10-20 L Universal for Isoton and Clenz	6706295	\$25.00
5 L for Lyse S III box	6706296	\$11.00
0.5-1.9 L for Lyse bottle and Pak	6706297	\$25.00
Waste	6805636	\$85.00
Air Filter Fan	2603010	\$1.20
Tube Adapter:		
Kit contains 1-2 mL and 1-3 mL adapter	6912962	\$30.45
PRINTER ACCESSORY, TONER PRINT	627664	\$143.00
PRINTER ACCESSORY, CARTRIDGE	721902	\$470.00

Usage:

All Disposables: As Needed-Depending on Use, no regular scheduled replacement required.
 Printer Accessories can be purchased at your local Office Supply Store.
 Bar Code labels are Optional.

C. **MAINTENANCE:** The following describes the maintenance requirements for equipment under this contract.

1. The Contractor shall provide the period of the equipment warranty and the cost of subsequent service contracts including all instrument parts, collateral supplies, labor and travel associated with the repair and preventative maintenance of the instruments. The Contractor shall schedule and perform at least an annual preventative maintenance inspection.

Comment and response: System comes with One Year Warranty. One Preventative maintenance per year will be provided with paid service contract. Service cost after the warranty period will be \$10,440 per year.

2. The Contractor shall provide on-site coverage between the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday.

Should any laboratory desire after hours, Saturday, Sunday, or Holiday service, the Contractor will attempt to provide such service, and the laboratory may be invoiced for any such labor not to exceed time and a half for after hours, Saturday and Sunday and double time for holidays. Any required parts will be supplied at no charge.

X This requested service would be provided. Indicate any costs for weekend or holiday service:

The cost for after service if the customer has an 8 X 5 Service Agreement in effect is a flat fee of \$1100.00 per call on nights, weekends, and holidays. If the customer has no Service Agreement in effect the rate is \$550 per hour travel and labor for nights weekends and Holidays.

_____ This service will not be met. Comments: _____

3. The Contractor shall promptly respond to request for service calls in order to prevent downtime of no more than 24 hours (excluding weekends) from the time of the first call. The Contractor shall pay all costs associated with having tests performed by an outside laboratory if instrumentation is to be out of service for greater than two working days.

X This requirement will be met.

_____ This requirement will not be met.

Comments: The Customer Service policy is to strive to have an instrument up and running within 24 hours of a malfunction, at least 90% of the time. In actual practice a large majority of all instrument failures are resolved within four (4) hours in metropolitan areas such as BCI guarantees 24hr response time.____

4. The Contractor shall provide a 24-hour toll free number hot line for technical service with a 2-hour phone response to trouble reported.

Indicate hot line number, if available: ____800-526-7694_____

5. The Contractor shall supply provide with each piece of equipment and operations and maintenance manual and parts list.

 X This requirement will be met.

 This requirement will not be met.

- D. **TRAINING:** The Contractor shall provide training for at least two key operator from each laboratory at no expense to the Commonwealth during a time frame to be determined by each laboratory.

1. It is desirable that the Contractor provides off-site training. The Contractor shall state whether training can be accomplished by traveling to the Contractor's training headquarters or will the training be provided at the laboratory: ____Training will be at the Laboratory._____

- a. If training is to be done at the Contractor's facility, all expenses including transportation shall be borne by the Contractor.

- b. The Contractor shall provide additional training as necessary due to changes in technology or with the addition of new instruments at any of the laboratories.

- E. **DELIVERY OF EQUIPMENT AND INSTALLATION OF THE INSTRUMENT:** The instrument(s) shall be shipped free-of-charge, F.O.B. laboratories within sixty (60) days by the Contractor at the Contractor's expense. The Contractor, or its designee, shall provide installation as called for by the Operator's Manual for the particular instrument within fifteen (15) days after the delivery date. The Contractor is responsible for installing the instrument to the building. The Contractor must comply with all local building codes and pay for all costs associated with installation. The Contractor shall ensure instrument installation in accordance to accrediting agency's (CLIA, JCAHO, CAP, etc.) requirements.

 X These requirements will be met.

 These requirements will not be met.

- F. **DEMONSTRATION EQUIPMENT:** The Commonwealth reserves the right to require that any Offerors with whom negotiations are being conducted, place any piece of equipment with which the Commonwealth is not familiar in one of the hospital laboratories for evaluation for not less than 7 days but not more than 30 days at no cost to the Commonwealth to include the reagents.

 X Demonstration equipment is available and will comply with the above-stated requirements.

 Demonstration equipment is not available.

IV. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

A. GENERAL INSTRUCTIONS:

1. RFP Response: In order to be considered for selection, Offerors must submit a complete response to this RFP. One (1) original and (6) copies of each proposal must be submitted to the issuing agency. The Offeror shall make no other distribution of the proposal.
2. Proposal Preparation:
 - a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals, which are substantially incomplete or lack key information, may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
 - b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
 - c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents, which cross-references the RFP requirements. Information, which the Offeror desires to present, that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
 - d. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors' proposal.
 - e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.

- f. Ownership of all data, materials, and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the Offeror must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.
3. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the agency. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The issuing agency will schedule the time and location of these presentations. Oral presentations are an option of the purchasing agency and may or may not be conducted.

B. SPECIFIC PROPOSAL INSTRUCTIONS:

Proposals should be as thorough and detailed as possible so that DMHMRSAS may properly evaluate your capabilities to provide the required goods/services. Offerors are required to submit the following items as a complete proposal:

1. Return the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.
2. Offeror Data Sheet, included as an attachment to the RFP, and other specific items or data requested in the RFP.
3. A written narrative statement for each instrument including:
 - a. Ease of Operation:
 - (1) Ease of Instruction and use by technologists of varied educational backgrounds.
 - (2) Open system, user-friendly software; quick start up. (List specific start up requirements)
 - (3) Walk-away capability.

- (4) Reagents preparation. (State reconstitution time)
- (5) Reagent stability.
- (6) Reagent storage needs.
- (7) Curve stabilities.
- (8) Calibrator stability.
- (9) Calibrator storage needs.
- (10) Number of calibrators and controls needed to perform each test.
- (11) Explanation of where the instruments match the mandatory and desirable requirements and where they deviate from the requirements.
- (12) Reagent and sample volume requirements.

The HMX/AL (auto loader) is designed to be easy to learn, easy to operate and easy to maintain. With just a few brief minutes of instruction, any technologist or worker will be able to run controls, run patient samples, change on board reagents and print results.

The HMX/AL is designed to be compatible with Beckman Coulter reagents and controls, but remains an "open" system to other manufacturer's controls, reagents and calibrators.

The user friendly software eliminates timely key strokes in order to provide you with quick and easy operation. Because the HMX incorporates an on board cleaner (Coulter Clenz) Start-Up and Shut-Down (the only required daily maintenance) are performed with just 2 key strokes on the HMX work station. Start-Up is automated and requires no user intervention during the approximate 5 minute automated process. Once Start-Up is complete, the user will perform controls per the laboratory's protocol. BCI control products are bar coded and ready to run in the autoanalysis mode. Three levels of controls can be performed in less than 3 minutes. Total Start Up time, including running QC material can be performed in under 10 minutes.

The HMX/AL unique design enables the user to load BCI's barcoded controls along with patient samples in the 5 place auto loader cassette onto the analyzer, and simply walk away. The analyzer recognizes a cassette (or multiple cassettes, up to 5 cassettes or 25 patients and controls) and starts the analysis w/o user intervention. "Load and Go" operation.

All on-board reagents for the HMX/AL are liquid and ready to be placed on the analyzer. These include Isoton III (diluent), Lyse S III, (lytic reagent), HMX/Pak, (diff reagent) and Clenz (on-board cleaner). Four (4) total reagents, the fewest in the industry for any 5 part diff hematology instrument. These reagents are shipped with approx. 1 year dating and stored at room temperature.

BCI Hematology analyzers require no testing to acquire a curve.

BCI recommends that the HMX/AL be calibrated one (1) time every six (6) months. BCI's calibrator recommended is S-Cal. S-Cal should be stored in the refrigerator. Since this is a blood product, expiration dates are approx. three (3) weeks.

BCI offers three (3) levels of control material. It is up to each laboratory to establish their own quality control protocol. There are no controls or calibrators required to perform a patient test.

#11 To be addressed.....

Sample size: 185uL whole blood, closed vial sampling
 125uL whole blood, open vial sampling
 50uL whole blood, predilute mode.

b. Availability of Required Tests:

- (1) List of tests that can be performed on each instrument.
- (2) High Degree of Automation.
 - (a) Test throughput (number of tests run per hour).
 - (b) Number of specimens that can be tested at one time.

White Blood Cell Count

Lymphocyte -	Ratio and Absolute Number
Monocyte -	Ratio and Absolute Number
Neutrophil -	Ratio and Absolute Number
Eosinophil -	Ratio and Absolute Number
Basophil -	Ratio and Absolute Number

Red Blood Cell Count

Hemoglobin
Hematocrit
Mean Corpuscular Volume
Mean Corpuscular Hemoglobin
Mean Corpuscular Hemoglobin Concentration
Red Cell Distribution Width

Platelet Count

Mean Platelet Volume

Reticulocyte Count and Percent

The HmX AL can run up to 75 samples per Hour. The HmX AL will allow user to load a up to 5 cassettes at on time. Each cassette can hold 5 samples for a total of 25 samples on the analyzer.

To start testing samples the HmX AL has a unique feature called "Load and Go". The sample cassette can be placed on the analyzer and the sample process will begin with out any further operator intervention. The HmX AL allows the operator to load continuously and has a stat interruption feature.

Another unique feature of the HmX AL is sample identification. The HmX AL will read a bar code on the tube and on the cassette at point of aspiration. The bar code label on the sample cassette gives the operator the cassette number and position of the sample. This method guarantees that the sample is being tested is properly identified.

To check sample integrity the HmX AL has dual sample aspiration verifiers. This is unique to Beckman Coulter Hematology analyzers.

c. Service and Support:

- (1) Reliability and accuracy with history of limited downtime.

- (2) Availability of 24 hour 800 hot line.
- (3) Proximity of service provider with ability to provide required 24-hour response time.
- (4) Elements of comprehensive service coverage.
- (5) Amount, type, time and ease of operator preventative maintenance required.
- (6) Availability of on-board troubleshooting and/or diagnostics.
- (7) Location of service facility.

Service Goals and Philosophy: Provide the customer with non-compromised quality of support at an affordable price, using the most technologically advanced systems in the industry.

The Total Customer Support Team is comprised of several key components: Technical Support, Customer Technical Call Center Hotline, Installation Process Team and Clinical Service Engineers.

Technical Support: This group is charged with ongoing tracking of instrument performance in the field. They provide worldwide monitoring of instrument performance leading to immediate corrective action as required. Their monitoring of service techniques provides the ability to upgrade those techniques and share them promptly with the entire field force.

Customer Technical Call Center Hotline: This group provides real-time support 24 hours a day, seven days a week to laboratory instrument users in our clinical marketplace. Since the instruments and reagents were designed as a system in order to utilize remote diagnosis of problems, downtime is kept to a minimum when this group is utilized.

Installation Process Team: This group's focus is providing world-class support during installation process, including initial startup training as required for new instrument purchases. They also serve as consultants to both our Field Service Engineers and customers, which helps provide expeditious solutions to customers' problems.

Clinical Service Engineers: This group assists with installations, performs emergency calls where on-site repairs are necessary and completes preventive maintenance, so vital to keeping downtime to a minimum.

The overall goal is to have an instrument up and running within 24 hours of a malfunction 90% of the time. In actual practice 60% of all failures are resolved within 4 hours in metropolitan areas such as Charlotte, NC. In addition, millions of dollars of inventory reside within the system to assure timely support of Beckman Coulter products.

Beckman Coulter's Clinical support team is committed to excellence, geared to and driven, by customer requirements and measured by customer input. Customers are interviewed by our management team on a routine basis in order to gauge customer satisfaction and solicit their inputs on Beckman Coulter service processes.

In addition, each month sixty (60) customer emergency calls are selected at random and the laboratory asked to comment by questionnaire, on the proficiency of all elements of the service.

North Carolina/Virginia Regional Service Manager is located in Charlotte, NC.

Technical Applications Specialist-Hematology is located in Richmond. Additional service and application support is located in Roanoke, VA, Tri Cities, TN, Knoxville, TN, Winston Salem, NC and Beckley, WV.

The HmX has a unique feature—Zero Routine Maintenance. Air filters need to be cleaned as needed depending upon a laboratory's dust level. That is the only manual maintenance needed on the analyzers. Once per day, an analyzer's "Shutdown" button should be pushed in order to cycle a proteolytic reagent through the analyzers--this does all the cleaning automatically without any labor cost.

The manual states "as needed"--the average account changes this weekly and it takes about 3 minutes or less.

Because Coulter hematology analyzers have no consumables necessary for maintenance, there is no additional cost associated with analyzer parts or consumables. This is a unique feature for Coulter analyzers. If a part needs to be changed, it is covered under service contract or warranty.

Beckman Coulter systems are self-cleaning. They require a single keystroke placing the unit into a shutdown routine that automatically performs a system purge and subsequent cleaning cycles. No operator involvement is needed. It is recommended the analyzer remains in Clenz for 30 minutes. The self-cleaning cycle may be interrupted at any time if STAT or urgent test requests need be processed. As a result, the systems offered are continually available with no system inoperable "scheduled down time"

Local Service Reps are located in Richmond, Norfolk, Roanoke, VA, as well as Tri Cities and Knoxville, TN. Additional coverage is located in Beckley, WV and Winston Salem, NC.

d. Training:

- (1) Comprehensive training for at least one key operator at each laboratory at no cost to the Commonwealth. Agreed.
- (2) Provide pricing for training additional laboratory personnel other than key operators.

New customer HmX training usually is between 2 and 3 days for a maximum of 2 key operators. The key operators must give their undivided attention to the entire training then the key operators are responsible for training other techs. BCI provides a comprehensive training guide and the operators manuals are very easy to follow.

Training includes sample analysis, calibration, software setup, QC functions, maintenance, naming components, changing reagents, handling errors, sample flow, basic troubleshooting, basic discussion of Coulter Principle & VCS technology and flagging. Part of the training is running 20-40 correlation samples and Lin-C linearity verification.

Additional training is billable at \$900 per half day or \$1800 per full day. The customer decides how much additional training is required and issues a PO for the amt of time desired.

e. Test Results:

- (1) Results are accurate and reproducible.
- (2) Documentation of reproducibility, precision and linearity for each test to be performed by the contractor at time of installation.

For excellent accuracy, precision, and reproducibility the HmX AL uses the technologies described below.

For the CBC the HmX AL uses the Coulter Principle to count and size cells. The Coulter Principle is recognized around the world as the GOLD Standard for counting and sizing cells. Using the Coulter Principle and adding technologies like Triplicate Counting, AUTOMATIC extended counts for cytopenic samples (a unique feature for Beckman Coulter Analyzers), Sweep Flow, Pulse Editing, and Coincidence Correction give the HmX superior accuracy, precision, and reproducibility.

The HmX AL uses VCS technology to perform a WBC differential. The size(V-volume),

Internal composition (C-conductivity), and granularity and cell surface characteristics (S-light scatter) of over 8000 WBCs are measured at the same time for each sample. VCS allows the HmX AL to analyze over 8000 cells individually and in their near native state to produce an accurate, reproducible, and superior WBC differential.

CBC/Diff Parameters Performance

- **Precision**, expressed as coefficient of variation, must be at least:

Parameter	Range	C.V. % (N>=31)
WBC	4.0-15.0 x 10 ³ cells/ μ L	$\leq 2.5\%$
RBC	3.00-6.00 x 10 ⁶ cells/ μ L	$\leq 2.0\%$
Hgb	12.0 - 18.0 g/dL	$\leq 1.5\%$
MCV	80.0 - 100.0 fL	$\leq 2.0\%$
RDW	12.0 - 15.0%	$\leq 2.5\%$
Plt	200 - 500 x 10 ³ cells/ μ L	$\leq 5.0\%$
MPV	7.0 - 12.0 fL	$\leq 3.0\%$

Parameter	Range	C.V.
LY%	31% & WBC at 4.0 x 10 ³ cells/ μ L	± 3.0
MO%	8% & WBC at 4.0 x 10 ³ cells/ μ L	± 2.0
NE%	57% & WBC at 4.0 x 10 ³ cells/ μ L	± 3.0
EO%	3% & WBC at 4.0 x 10 ³ cells/ μ L ± 1.0	
BA%	1% & WBC at 4.0 x 10 ³ cells/ μ L	± 1.0

Parameter	Range	C.V.
RET%	<1.00%	$\leq 23\%$ or $<0.23SD$
RET%	1.00 - 4.00%	$\leq 17\%$ or $<0.23SD$
RET%	4.01 - 15.00%	$\leq 15\%$ or $<0.68SD$

- **Linearity**

Parameter	Linearity Range	Limits (whichever is greater)
WBC x 10 ³ cells/ μ L	0 to 0.99	± 0.2 or 3.0%
RBC x 10 ⁶ cells/ μ L	0 to 7.00	± 0.05 or 2.0%
Hgb g/dL	0 to 25.0 g/dL	± 0.2 or 2.0%
MCV fL	50.0 to 150.0	± 2.0 or 2.0%
PLt x 10 ³ cells/ μ L	0 to 999	± 10 or 7%
MPV fL	5.0 to 20.0	$\pm 5\%$

f. Design:

- (1) Programmable sampling mode, i.e., stat, random access, profiling.
- (2) True random access.

The HmX AL Autoloader model has the capability of accommodating multiple tube sizes (see "Acceptable Tube Sizes section") with universal loader. There are three modes that the operator can program the system to use. The operator is able to turn off DIFF analysis to conserve Diff reagents and lower operating costs. The operator is able to set up test profiles. It has STAT capability on cap-piercing mode including bar-code identification.

g. References: See Attachment A

h. Cost:

(1) Price per patient per test for each lab:

Western State Hospital: CBC Volume approximately 4,000/year

Eastern State Hospital: CBC Volume approximately 4,500/year

Southwestern Mental Health Institute: CBC Volume approximately 3,400/year

Central Virginia Training Center: CBC Volume approximately 3,500 /year

Hiram W. Davis Medical Center: CBC Volume approximately 5,000 /year

(2) Submit labor rates for after hours, Saturday, Sunday and Holiday service as described in Section III, paragraph C, number 2.

(3) If prices are proposed for consumable items, prices should be included in the cost per patient per test price.

(4) Include price list, which includes all other costs (replacement parts, cleaners, etc.) which must be borne by the user.

6. Small Business Subcontracting Plan – Summarize the planned utilization of DMBE-certified small businesses which include businesses owned by women and minorities, when they have received DMBE small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000. Also summarize any good faith efforts planned to provide subcontracting opportunities to DMBE-certified small business firms. See Attachment B

V. EVALUATION AND AWARD CRITERIA:

A. EVALUATION CRITERIA: Proposals shall be evaluated by DMHMRSAS using the following criteria:

1. Offeror's plan for providing the instruments to meet the mandatory and desirable qualities of each instrument;

**POINT
VALUE**

15%

reagents; and all necessary supplies to produce accurate and reproducible test results.

2. Service, Support and Training.	25%
3. Design and compatibility of instruments with each laboratory.	15%
4. Annual Cost per Facility.	25%
5. Small Business Subcontracting Plan.	20%
TOTAL	100

- B. AWARD TO MULTIPLE OFFERORS: Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the agency shall select the Offeror, which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Code of Virginia, § 2.2-4359D). Should the Commonwealth determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

VI. REPORTING AND DELIVERY REQUIREMENTS:

Annual Volume Report: The Contractor shall provide, annually or upon request, a report of the purchases of reagents and other materials, by laboratory. Also, the Contractor shall furnish the agency with an annual report broken out by the total dollar volume of purchases and the total number of items ordered under this contract at each hospital laboratory.

VII. GENERAL TERMS AND CONDITIONS:

- A. VENDOR'S MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendor's Manual* and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is normally available for review at the purchasing office and in addition a copy can be obtained from the Division of Purchases and Supply web site: www.dgs.state.va.us/dps. The appeals and disputes procedures set forth in the DMHMRSAS *Standard Administrative Practices and Procedures Manual*, Chapter 5 – Contractual Services, are applicable to this contract. A copy of this chapter is available for review in the offices of the Purchasing Agency.

- B. APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be

governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2-4366). ADR procedures are described in Chapter 9 of the Vendors Manual. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

- C. ANTI-DISCRIMINATION: By submitting their proposals, Offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- D. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of

substantially equal or greater value was exchanged.

- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their proposals, Offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- F. DEBARMENT STATUS: By submitting their proposals, Offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. ANTITRUST: By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR RFPs: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. CLARIFICATION OF TERMS: If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. PAYMENT:
1. To Prime Contractor:
 - a. Invoices for items ordered, delivered and accepted shall be submitted by Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.

- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges, which appear to be unreasonable, will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges, which are not in dispute (Code of Virginia, § 2.2-4363).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
 - b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

K. PRECEDENCE OF TERMS: The following General Terms and Conditions VENDORS

MANUAL, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

L. QUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The Commonwealth further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such Offeror fails to satisfy the Commonwealth that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs

incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor, as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Vendors Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

- P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies, which the Commonwealth may have.
- Q. TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- R. TRANSPORTATION AND PACKAGING: By submitting their proposals, all Offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
- S. INSURANCE: By signing and submitting a bid or proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. The Offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory

for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.

2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

T. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.state.va.us) for a minimum of 10 days.

U. DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

V. NONDISCRIMINATION OF CONTRACTORS: An Offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the Offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or

disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

W. eVA Business-To-Government Vendor Registration: The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All Offerors must register in eVA; failure to register will result in the proposal being rejected.

1. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
2. eVA Premium Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.
3. The Vendor Transaction Fee is:
 - a. DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - b. Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

X. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

VIII. SPECIAL TERMS AND CONDITIONS:

- A. ADVERTISING In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to DMHMRSAS will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
- B. AUDIT: The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

C. ADDITIONAL USERS: This procurement is being conducted on behalf of state agencies,

institutions and other public bodies who may be added or deleted at anytime during the period of the contract. The addition or deletion of authorized users not specifically named in the solicitation shall be made only by written contract modification issued by this agency or institution and upon mutual agreement of the contractor. Such modification shall name the specific agency added or deleted and the effective date. The contractor shall not honor an order citing the resulting contract unless the ordering entity has been added by written contract modification.

- D. CANCELLATION OF CONTRACT: The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, either party, without penalty, may terminate the resulting contract after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

- E. IDENTIFICATION OF PROPOSAL ENVELOPE: The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: <u>Beckman Coulter, Inc.</u>	<u>2/23/07</u>	<u>3pm</u>
<u>Name of Offeror</u>	<u>Due Date</u>	<u>Time</u>
<u>250 So. Kraemer Blvd.</u>	<u>RFP# 720C-04116-07R</u>	
<u>Street or Box Number</u>	<u>RFP No.</u>	
<u>Brea, CA 92822</u>	<u>Laboratory Hematology Reagents & Instrumentation</u>	
<u>City, State, Zip Code</u>	<u>RFP Title</u>	

Name of Contract/Purchase Officer or Buyer _____

The envelope should be addressed as directed on Page 1 of the solicitation.

Offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

- F. PREVENTIVE MAINTENANCE: The contractor shall provide necessary preventive maintenance, required testing and inspection, calibration and/or other work necessary to maintain the equipment in complete operational condition during the warranty period.
- G. PRODUCT INFORMATION: The Offeror shall clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the bid/proposal to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. Failure to do so may cause the bid/proposal to be considered nonresponsive.

- I. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for 7 successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the "Services" category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available. (Table 4).
2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the "Services" category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available. (Table 4).
- J. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- K. WARRANTY (COMMERCIAL): The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation. A copy of this warranty should be furnished with the bid/proposal.
- L. eVA Business-To-Government Contracts and Orders: The solicitation/contract will result in many purchase order(s) with the eVA transaction fee specified below assessed for each order.

For all orders issued, the Vendor Transaction Fee is:

- (a) DMBE-certified Small Businesses: 1%, Capped at \$500 per order.
- (b) Businesses that are not DMBE-certified Small Businesses: 1%, Capped at \$1,500 per order.

The eVA transaction fee will be assessed approximately 30 days after each purchase order is

issued. Any adjustments (increases/decreases) will be handled through eVA change orders.

Internet electronic procurement solution, website portal www.eva.state.va.us, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

- M. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- N. **DELIVERY NOTIFICATION:** Each Laboratory Supervisor listed on page 3 shall be notified 48 hours prior to delivery of any items so that personnel may be available to allow access to the building and verify items received.
- O. **INSTALLATION:** All items must be assembled and set in place, ready for use. All crating and other debris must be removed from the premises.
- P. **WORK SITE DAMAGES:** Any damage, including damage to finished surfaces, resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the Contractor's expense.
- Q. **QUANTITIES:** Quantities set forth in this solicitation are estimates only, and the Contractor shall supply at prices quoted the actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.
- R. **CONFIDENTIALITY:** The Contractor assures that information and data obtained during the performance of this agreement shall be considered confidential, during and following the term of this agreement, and will not be divulged without the Purchasing Agency's written consent and then only in strict accordance with prevailing laws. The Contractor shall hold all information provided by the Purchasing Agency as proprietary and confidential, and shall make no unauthorized reproduction or distribution of such material. Upon termination of this agreement and/or within 30 days of receipt of final payment for services, all materials, data and information in the possession of the Contractor, provided to or obtained by the Contractor during the performance of this agreement and to satisfy the requirements of this agreement, shall be provided to the Purchasing Agency in hardcopy and/or electronic form. Except where law allows, the Contractor shall not retain hard copies of the material, data and information and all electronic stored material, data and information shall be expunged from equipment and systems retained by the Contractor.
- S. **EVA BUSINESS-TO-GOVERNMENT CONTRACTS:** The eVA Internet Electronic Procurement Solution, web site portal www.eva.state.va.us, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and submit a fully executed American Management Systems, Inc., (AMS) Trading Partner Agreement, a copy of which can be accessed and downloaded from www.eva.state.va.us. AMS is the Commonwealth's service provider to implement and host the eVA e-procurement solution.

NOTE: Failure to comply with the above requirement will be just cause for the Commonwealth to reject your offer or terminate this contract for default.

IX. METHOD OF PAYMENT: The Contractor shall be paid on the basis of invoices submitted directly to the using State hospital laboratories covered under this contract. The Commonwealth of Virginia is on a 30-payment cycle and has a Prompt Payment Act.

X. ATTACHMENTS:

Attachment A Data Sheet

Attachment B Small Business Subcontracting Plan

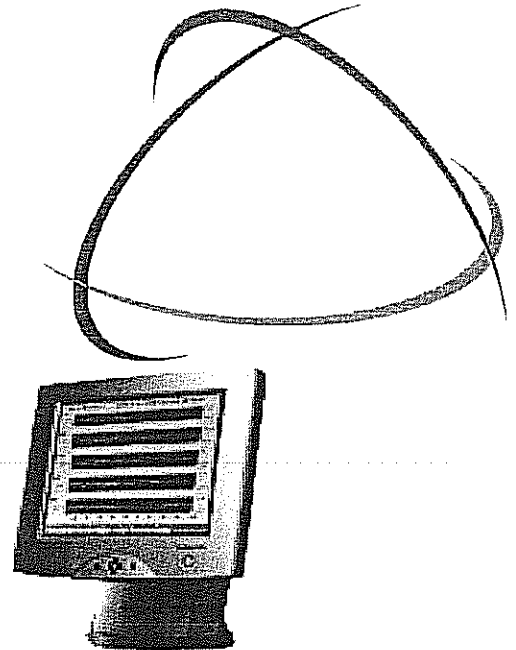
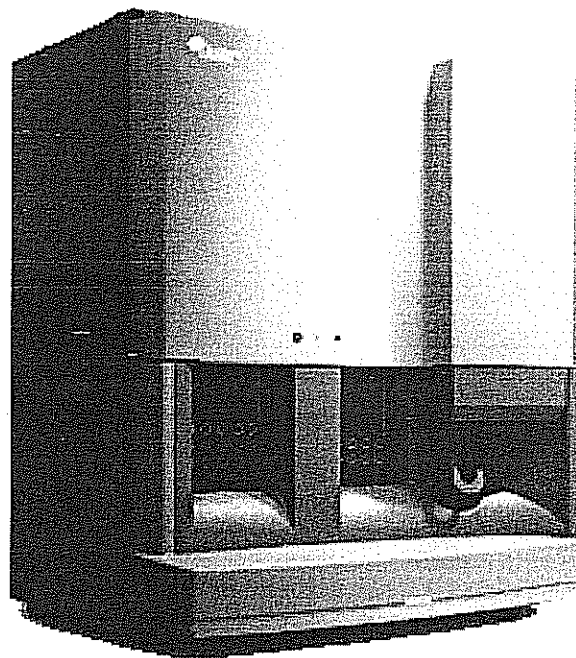


**BECKMAN
COULTER**

The Power to Simplify, Automate & Innovate

Expressly prepared for:

**Commonwealth of Virginia Dept of Mental
Health, Mental Retardation & Substance
Abuse Services - RFP No. 720C04116-07R**



HmX-AL Hematology System, Reagents Consumables

Designed and Manufactured in Miami, Florida, USA



Beckman Coulter, Inc. - 250 South Kraemer Boulevard - Brea, California 92822

The pricing, warranties and product configuration provided on this quotation are valid only for sale and use within the United States of America.

This Document contains Confidential, Trade Secret, Commercial, or Financial Information owned by Beckman Coulter, Inc. and is voluntarily submitted for evaluation purposes only. It is exempt from disclosure under the Freedom of Information Act (5 U.S.C 552) under Exemption (b)(4), and its disclosure is prohibited under the Trade Secrets Act (18 U.S.C 1905).

Compliance: Parties agree to comply with all Federal and State laws and regulations including, but not limited to, HIPAA and Stark laws, as well as JCAHO Standards for quality of care. Security and Confidentiality: Parties agree to maintain Security and Confidentiality and any individually identifiable health information received ("Protected Health Information" or "PHI") as required by applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the regulations promulgated there under.

CONFIDENTIAL DOCUMENTS between Beckman Coulter and the Customer



February 27, 2007

Mr. David Ray
Purchasing Administration
Commonwealth of Virginia
DMHMRSAS
1220 Bank Street
Richmond, VA 23218-1797

RFP No. 720C-04116-07R – Laboratory Hematology Reagents and Instrumentation

Re: Beckman Coulter Proposal Numbers 23141US/23184US, 23188US/23189US, 23190US/23191US

Dear Mr. Ray:

This is a confirmation to our conversation this morning regarding several items for clarification to Beckman Coulter's response to the referenced RFP.

- As per your request, the specific cost per test that has been quoted on the cited Beckman Coulter ("BCI") proposal numbers, based upon the combined test volumes of the three facilities indicated on the RFP, is \$5.44 per test.
- Also, BCI recognizes that the Department of Mental Health, Mental Retardation and Substance Abuse Services is a state-government entity of the Commonwealth of Virginia with the result that the BCI proposals that are marked on "Confidential Document between Beckman Coulter and the Customer" will be entered into the public record.
- Additionally, the requested DMBE information for this RFP is submitted by Beckman Coulter with the understanding that both the Minority Business-owned Enterprise and the Woman's Business-owned Enterprise utilized by Beckman Coulter do not appear to have been previously certified within the eVA-system. However, in both cases, these businesses have had long and continued business-supply relationships with Beckman Coulter (see attached pages 35 through 39 of the RFP) and continue with Beckman Coulter's approval for the foreseeable future.

We hope that the information provided is sufficient for the timely conclusion of the RFP.

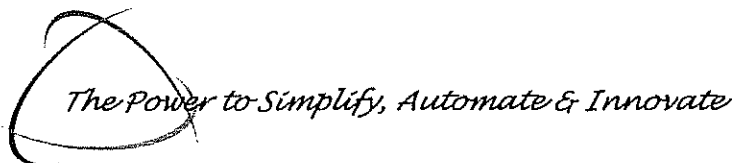
Thank you again for the Commonwealth of Virginia's opportunity to provide services to the laboratories at the Department of Mental Health, Mental Retardation and Substance Abuse Services.

Best regards and respectfully,

A handwritten signature in black ink, appearing to read "William Ward", written over a horizontal line.

William Ward
Beckman Coulter Corporate Accounts and National Bids

cc: Sal Savarese, Capital Equipment Consultant-Hematology Systems
Carol Keene, Capital Equipment Consultant-Hematology Systems
David Forbes, Senior Account Sales Consultant



Commonwealth of Virginia Dept of Mental Health, Mental Retardation and Substance Abuse Services.

[Proposal 23188US, 23190US, 23141US]

Dear Mr. Ray, in response to your query for your previous communication, please read below:

1. Please see attached file for CPRR for each of the 5 sites.

2. Hematology Service Engineers:

Kellan Sprouse (Manager/Supervisor)
Dave Firster
Brian Goode
Eric Hunter
Christopher Ketron
Eugene Mazur
John Moore
Joe Sheffield
Ray Sweeting
Ludy Vanderhorven

Application Specialist:

Kristine Pizzi (Manager Supervisor)
Patty Conley
Joyce Feinburg
Eddie Ferguson
Gary Hansen
Nancy Williams
Carol Keene

3. Fair Market Value is defined as the net worth of the equipment. This is calculated as a percent (generally 15%) of the original purchase price of the equipment.

4. Terms and Conditions Explanation:

The Commonwealth is self insured.

BCI Reagent Agreement Terms and Conditions: Number 5 and 9 applying to Customer Payment.

VA Provisional law states 30 days from delivery of product or 30 days of receipt of proper invoice, whichever is the latter.

Security Deposit Verbiage does not apply.

5. BCI will provide additional training for the 5 sites. This will be conducted off site for 1 person from each site as a group, for 1 day.

6. Service Escalation Protocol (refer to attachment).

7. Property taxes are based upon the County sites of the individual facilities indicated in the RFP (Staunton County, James City County, Tazewell-Smyth County, Dinwiddie County and Amherst County). It is incumbent upon the Commonwealth of Virginia to provide the estimated individual property tax dollar-charge amounts to Beckman Coulter for final calculation of this agreement-proposal.

Sincerely,

Sal Savarese and Carol Keene, Hematology Capital Equipment Consultants – SE Area



23188US, 23190US, 23141US

PROPOSAL

720C-04116-07R

Commonwealth of Virginia Dept of Mental Health, Mental Retardation and Substance Abuse Services

56 month Term for Hiram David and Central Virginia and 60 months for other 3 locations

Revised pricing for the State of Virginia.

For each facility listed below, agreement includes one HMX-Autoloader with one year warranty and four additional years of Standard Business Hours (M-F, 8AM-5PM) Service Coverage.

Option : 56 and 60 Month Terms

<u>Cost Per Reportable</u>	<u>\$4.34</u>	<u>Tests Per Year</u>	<u>Tests Per Month</u>	<u>Cost per Month</u>
Eastern State Hospital	60 Month Term	4,500	375	\$1,627.50
Western State Hospital	60 Month Term	4,000	333	\$1,446.67
Southwestern Virginia Mental Health Institute	60 Month Term	3,400	283	\$1,229.67
Hiram W. Davis Medical Center	56 Month Term	5,004	417	\$1,809.78
Central Virginia Training Center	56 Month Term	3,504	292	\$1,267.28

Compliance: Parties agree to comply with all Federal and State laws and regulations including, but not limited to, HIPAA and Stark laws, as well as JCAHO Standards for quality of care. Security and Confidentiality: Parties agree to maintain Security and Confidentiality and any individually identifiable health information received ("Protected Health Information" or "PHI") as required by applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the regulations promulgated there under.



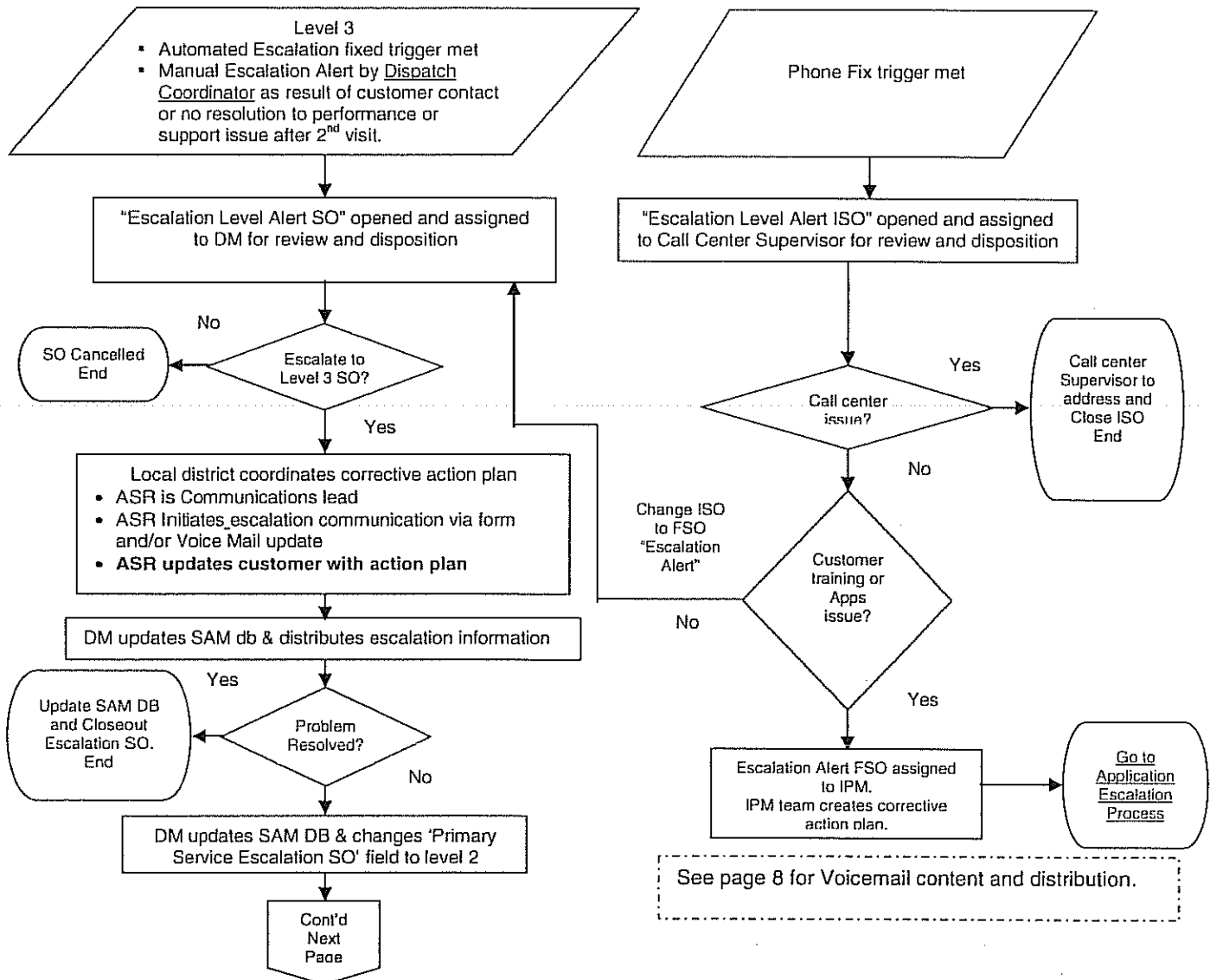
US-Diagnostics Service Operating Procedure

Document Title Service Call Escalation	Effective Date: 31 Mar 06	Document ID: USD-SVC 2.04-G
	Originator: C. Burga	Page: 1 of 10

LEVEL 3 Escalation definition

- No resolution to a performance or support issue after second visit.
- Trigger criteria is met based on model-specific escalation table.
- Phone Fix Trigger Met.

IMPORTANT PROCESS NOTES:
A CF must be generated at any level when the criteria for a CF Type are met.





US-Diagnostics Service Operating Procedure

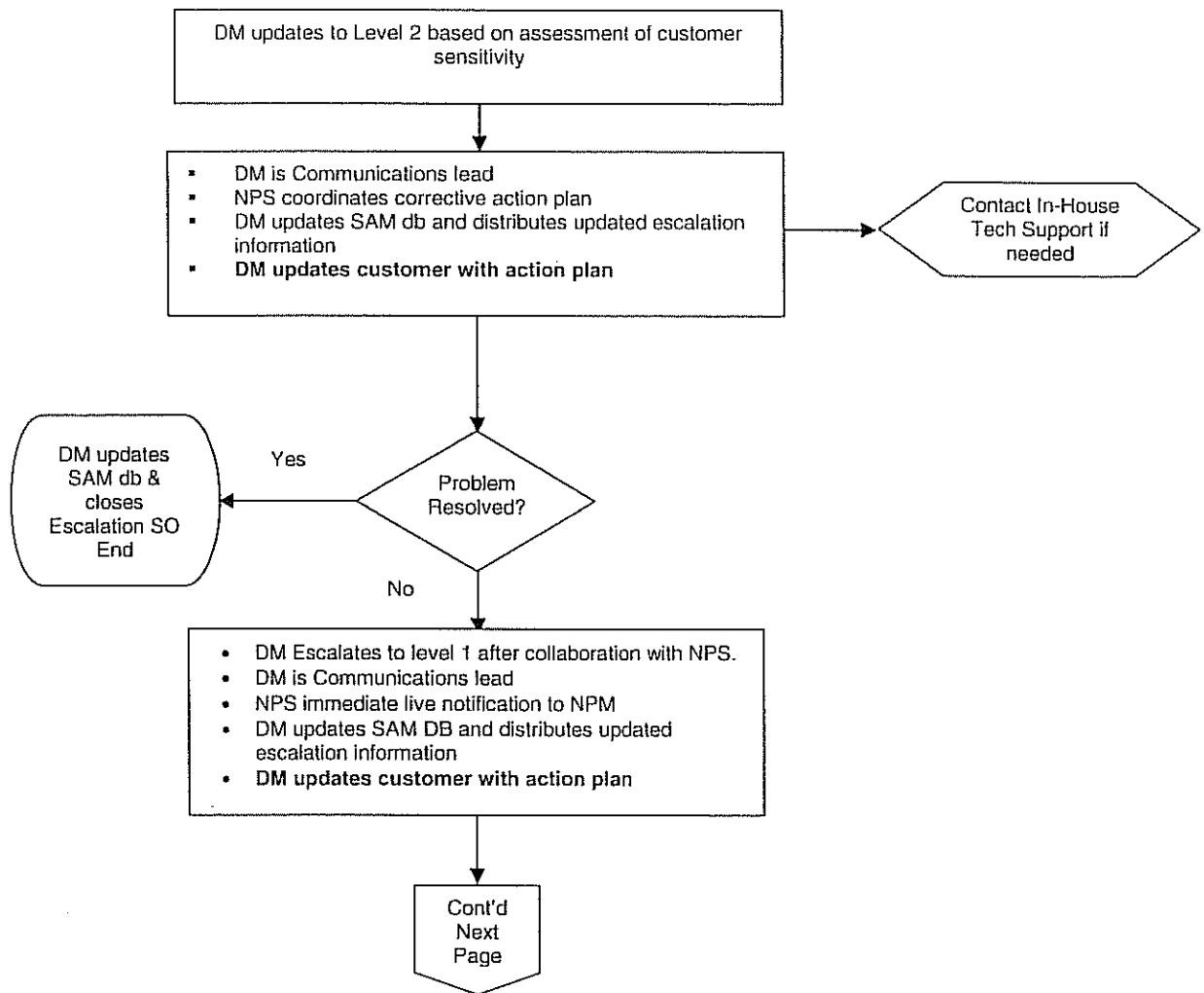
Document Title	Effective Date: 31 Mar 06	Document ID: USD-SVC 2.04-G
Service Call Escalation	Originator: C. Burga	Page: 2 of 10

LEVEL 2 Escalation definition

- Judgment call by DM based on customer sensitivity

IMPORTANT PROCESS NOTES:

A CF must be generated at any level when the criteria for a CF Type are met.



See page 8 for Voicemail content and distribution.



US-Diagnostics Service Operating Procedure

Document Title Service Call Escalation	Effective Date: 31 Mar 06	Document ID: USD-SVC 2.04-G
	Originator: C. Burga	Page: 3 of 10

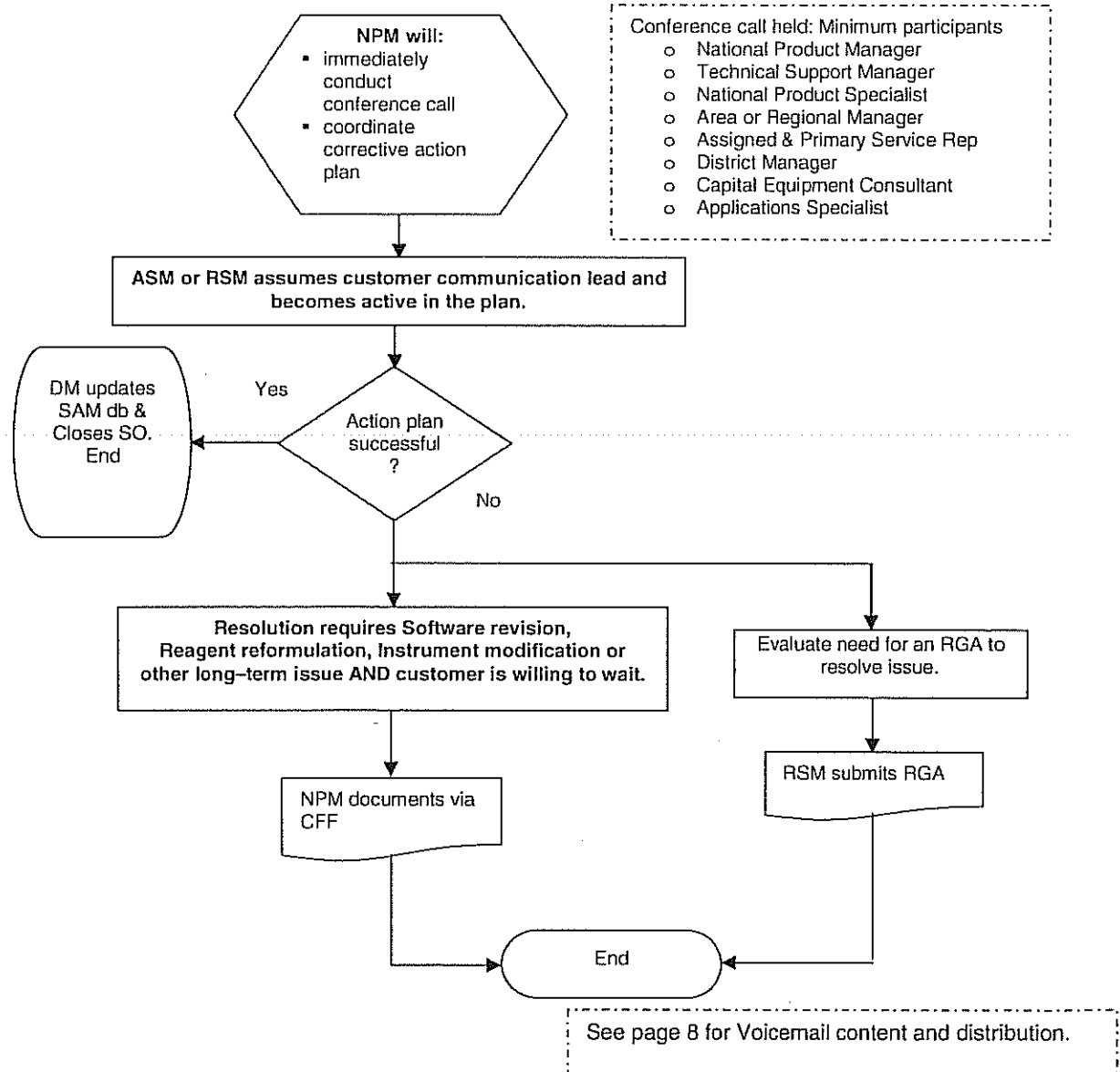
LEVEL 1 Escalation definition

- Unable to resolve in field,
- Risk of instrument replacement or loss of business exists.
- Development, Manufacturing or Tech Support resources on-site. (Automatic level 1)

IMPORTANT PROCESS NOTES:

A CF must be generated at any level when the criteria for a CF Type are met.

Management will evaluate the need to escalate to Customer Advocacy Team all accounts reaching level 1.



End Service Call Escalation Process Flowchart



US-Diagnostics Service Operating Procedure

Document Title Service Call Escalation	Effective Date: 31 Mar 06	Document ID: USD-SVC 2.04-G
	Originator: C. Burga	Page: 4 of 10

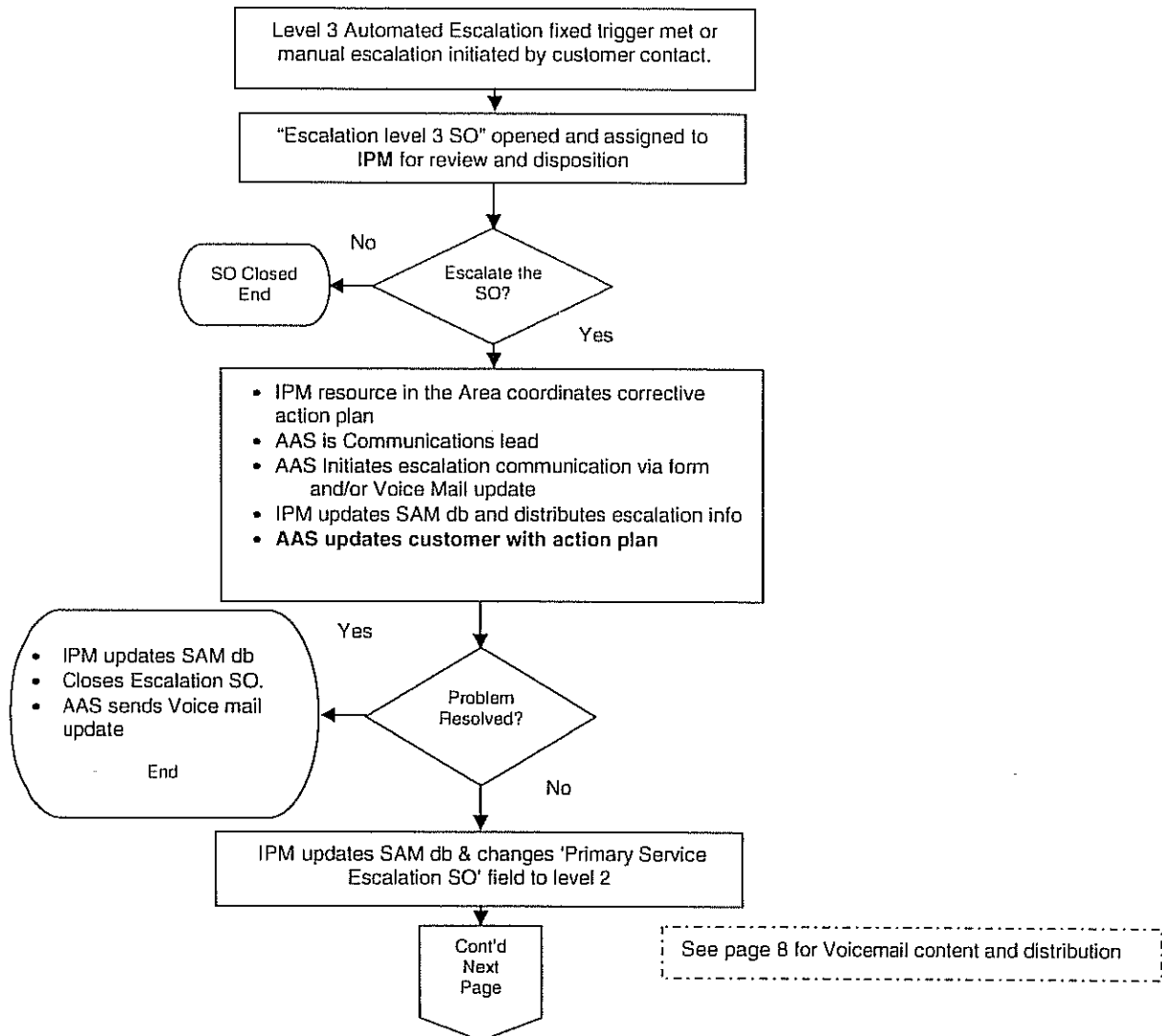
Application
Escalation
Process from page 1

ESCALATION FOR APPLICATIONS SPECIALISTS

IMPORTANT PROCESS NOTES:
A CF must be generated at any level when the criteria for a CF Type are met.

LEVEL 3 Escalation Definition

- Phone Fix trigger met for customer training or applications related issue





US-Diagnostics Service Operating Procedure

Document Title Service Call Escalation	Effective Date: 31 Mar 06	Document ID: USD-SVC 2.04-G
	Originator: C. Burga	Page: 5 of 10

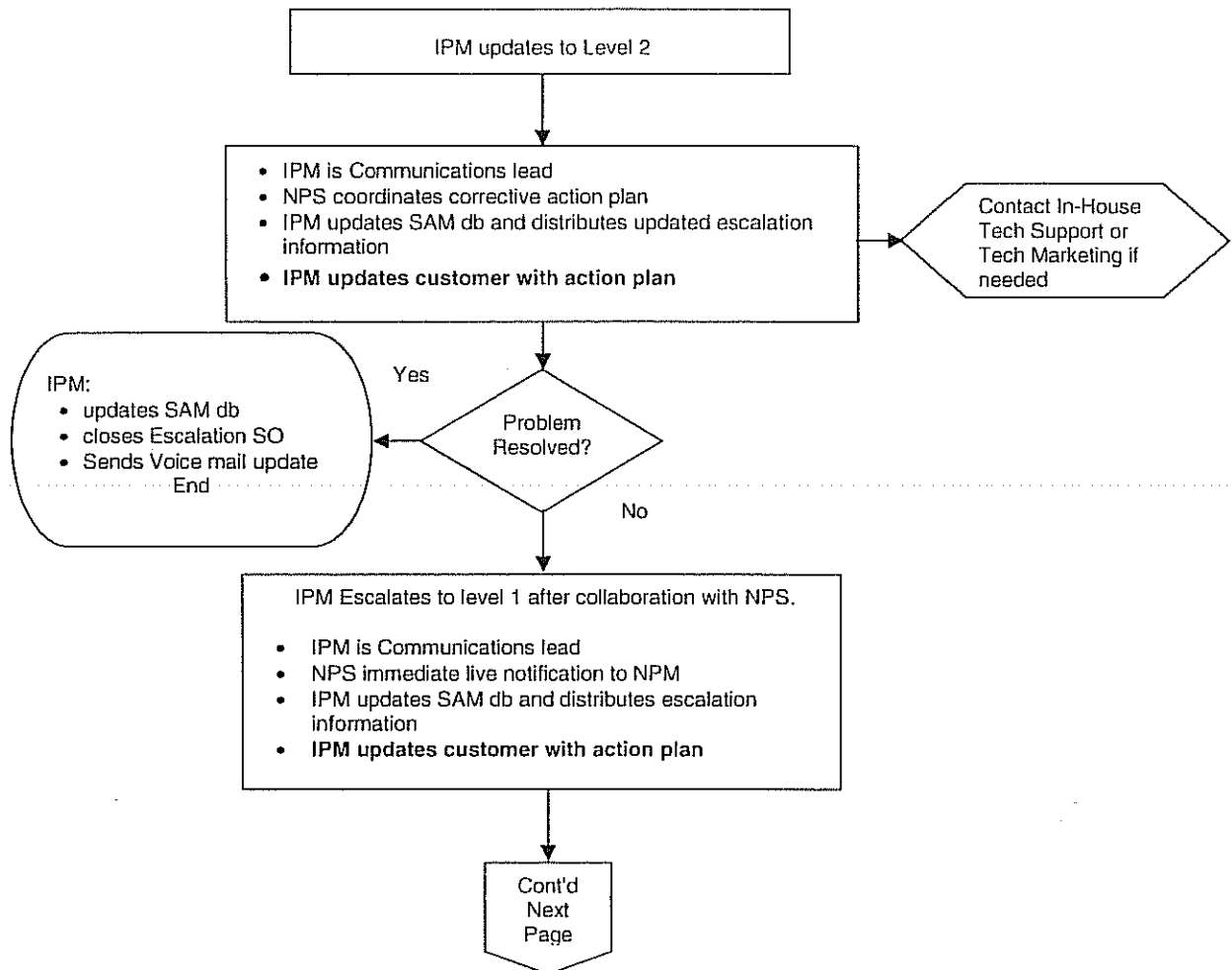
ESCALATION FOR APPLICATIONS SPECIALISTS

LEVEL 2 Escalation Definition

Judgment call by IPM based on customer sensitivity

IMPORTANT PROCESS NOTES:

A CF must be generated at any level when the criteria for a CF Type are met.



See page 8 for Voicemail content and distribution



US-Diagnostics Service Operating Procedure

Document Title Service Call Escalation	Effective Date: 31 Mar 06	Document ID: USD-SVC 2.04-G
	Originator: C. Burga	Page: 6 of 10

ESCALATION FOR APPLICATIONS SPECIALISTS

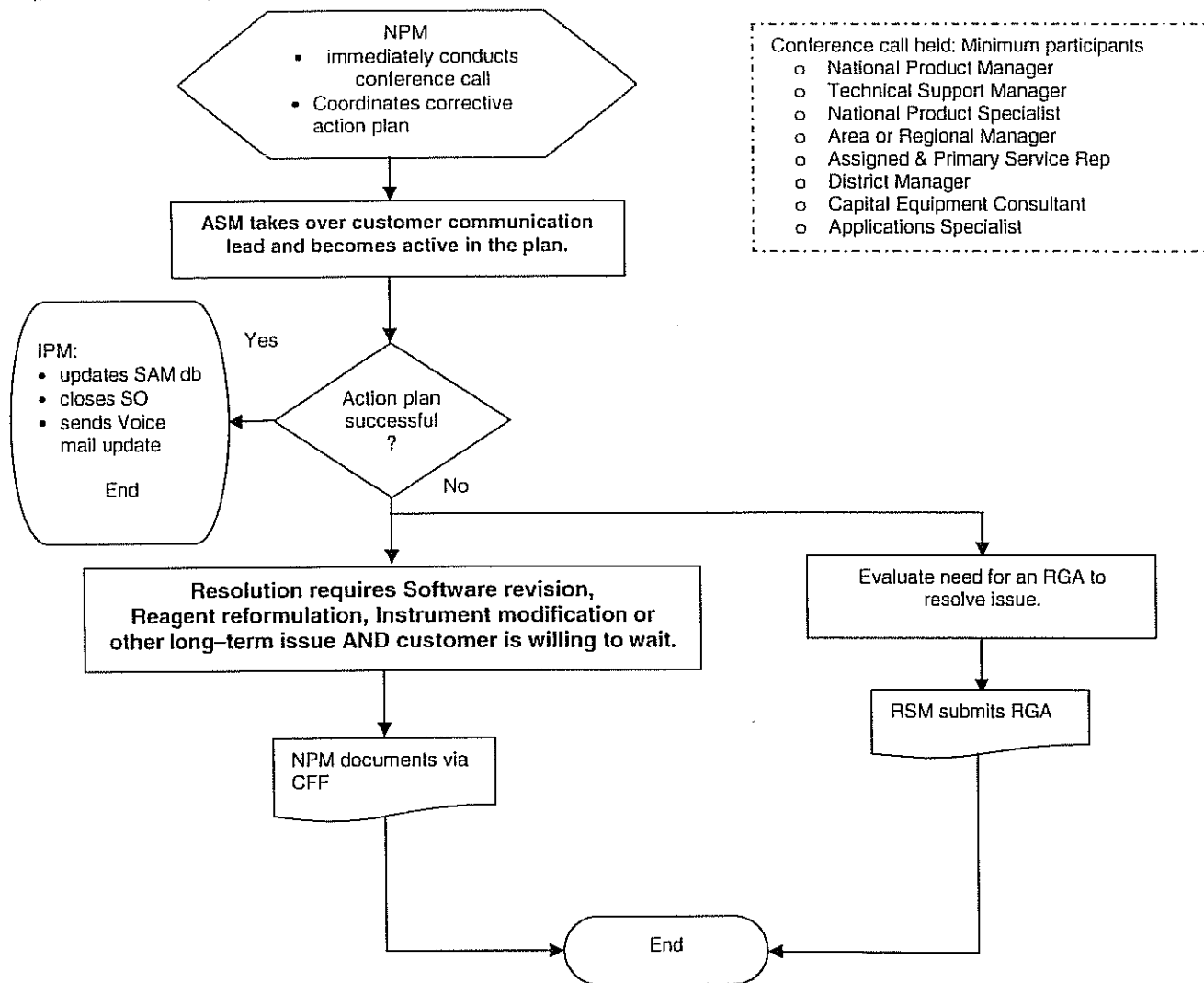
LEVEL 1 Escalation definition

- Unable to resolve in field,
- Risk of instrument replacement or loss of business exists.
- Development, Manufacturing or Tech Support resources on-site. (Automatic level 1)

IMPORTANT PROCESS NOTES:

A CF must be generated at any level when the criteria for a CF Type are met.

Management will evaluate the need to escalate to the Customer Advocacy Team all accounts reaching level 1.





US-Diagnostics Service Operating Procedure

Document Title Service Call Escalation	Effective Date: 31 Mar 06	Document ID: USD-SVC 2.04-G
	Originator: C. Burga	Page: 7 of 10

1. Purpose:

To describe a process that will provide increasing levels of technical expertise and support for service calls that may be beyond the scope of the local Service Rep or Application Specialist's expertise.

2. Scope:

All service personnel responsible for servicing or supporting Beckman Coulter diagnostic products.

Communication Distribution lists outlined below are generic and may include other people or groups when needed.

3. Related Documents:

- CF Database: Customer Feedback database in Lotus Notes on the Birch and CTCAPPS01 servers.
- Global CAPA- A global accessible database designated to strengthen the CAPA (Corrective and Preventive Action) process by enabling Beckman Coulter to control CAPA activities more effectively across organizational geographies and functions.
- Customer Feedback Procedure BCP0001 linked to US-D Service Procedures database in Lotus Notes on the BirchNotes server.
- US-D Service Procedure 2.05 Service Call Closeout

4. Forms Required:

USDSVC204001- Service Call/Applications Escalation Form.

5. Definitions / Acronyms:

CF Database	Customer Feedback database: A globally accessible database used to report, track and trend all relevant Customer Feedback, including all activities from origination to closure.
SAM Database	Sensitive Account Management database. A globally accessible database to record action plans through all levels of escalation.
RGA	Returned Goods Authorization request available in Forms section of NAO-D Service Procedures database on LotusNotes on the BirchNotes server.
Model Specific Escalation table	Product specific table created for escalation triggering purpose. Triggers to be set based on Technical Support and National Product team recommendations.
"Escalation SO"	A Service order opened in VANTIVE for escalation tracking purpose
Escalation Alert	An early "Flagging" SO indicating criteria has been met for a potential escalation. <ul style="list-style-type: none">• No resolution to a performance or support issue after second visit.• Trigger criteria is met based on Model Specific escalation table• Phone fix trigger met• Dispatch Coordinator will monitor and open an Escalation Alert SO when appropriate
Escalation 3	<ul style="list-style-type: none">• A <u>current</u> corrective action plan is being implemented by the local workgroup
Escalation 2	<ul style="list-style-type: none">• Judgment call by District Manager or Installation Process Manager based on customer sensitivity
Escalation 1	<ul style="list-style-type: none">• Unable to resolve in field, risk of instrument replacement or loss of business exists.• Development, Manufacturing or Tech Support resources on-site. (Automatic level 1)



US-Diagnostics Service Operating Procedure

Document Title Service Call Escalation	Effective Date: 31 Mar 06	Document ID: USD-SVC 2.04-G
	Originator: C. Burga	Page: 8 of 10

6. Communication distribution list:

Voice mail update	Level 3	Level 2	Level 1
Account Primary Service Rep	X	X	X
Local Technical leader	X	X	X
Account Sales Consultant	X	X	X
Application Specialist	X	X	X
District Manager	X	X	X
Local field work group	X	X	X
National Product Specialist	X	X	X
Regional Service Manager	X	X	X
Installation Process Manager	X	X	X
Capital Equipment Consultant		X	X
National Product Manager			X
Technical Support Manager			X
Area Service Manager			X

Information to be included in VoiceMail – All levels
Escalation Level
Account Name, City State
Instrument serial # / SYS ID
Account contact and phone #
Problem description
Details of problem resolution actions to date
Corrective action plan
VoiceMail distribution list

7. Roles and responsibilities

Title	Acronym	Role	Responsibility
Assigned Service Rep	ASR	Technical	<ul style="list-style-type: none"> Service Rep assigned to escalated account. Communicates closely with DM on escalation activity
Local Technical leader		Technical	<ul style="list-style-type: none"> Service Rep with a higher level of technical expertise to assist in localized corrective action plan. On-site visit if needed
Account Sales Consultant	ASC	Customer satisfaction	<ul style="list-style-type: none"> Brought in by local team if needed to help manage customer expectations
Assigned Applications Specialist	AAS	Technical	<ul style="list-style-type: none"> Applications Specialist assigned to escalated account Directs communication at level 3
District Manager	DM	Technical/Customer support	<ul style="list-style-type: none"> Distributor of escalation information to all levels outside local work group Coordinate local work group to assist in escalation level 3. Review and disposition of "escalation SO". Update SAM DB and "Escalation SO" all levels Takes ownership of customer support and directs communication with customer through completion of action plan at level 2
Local Field work group		Technical	<ul style="list-style-type: none"> Service team under directions of DM to resolve level 3 escalations
Regional or Area Service Manager	RSM or ASM	Customer Satisfaction	<ul style="list-style-type: none"> Provides regional or area resources when needed at any escalation level At discretion of RSM/ASM can take ownership of customer satisfaction and direct communication with customer at level 2. Takes ownership of customer satisfaction and directs communication with customer through completion of action plan at level 1
Installation Process Manager	IPM	Technical/Customer support	<ul style="list-style-type: none"> Provides resources to address customer training and assay related issues Coordinate local work group to assist in escalation level 3. Review and disposition of "escalation SO". Updates SAM db and "Escalation SO" all levels Takes ownership of customer support and directs communication with customer through completion of action plan at level 2
Call Center Supervisor		Technical	<ul style="list-style-type: none"> Review and disposition of phone fix triggered ISO's
Dispatch Coordinator		Customer Support	<ul style="list-style-type: none"> Initiate Escalation level Alert upon request Open SO Alert when no resolution to a performance or support issue after second visit by Service Rep.
National Product Specialist	NPS	Technical	<ul style="list-style-type: none"> Technical resource for escalations. Contact person to Technical Support.



US-Diagnostics Service Operating Procedure

Document Title Service Call Escalation	Effective Date: 31 Mar 06	Document ID: USD-SVC 2.04-G
	Originator: C. Burga	Page: 9 of 10

(Hardware or Application)			<ul style="list-style-type: none"> Coordinates technical action plan at level 2
Capital Equipment Consultant	CEC	Customer satisfaction	<ul style="list-style-type: none"> Brought in by local team if needed to help manage customer expectations
National Product Manager	NPM	Technical	<ul style="list-style-type: none"> Coordination of Technical action plan level 1 Provide National resources when needed at any escalation level Secures any required Technical resources from Business Center
Business Center Technical Support Mgr		Technical	<ul style="list-style-type: none"> Assist in development of action plan at level 1 Provide technical support and /or resources at level 2 & 1

8. Process:

The Escalation Alert (a page and FSO to DM and Primary Svc Rep and, if applications related, the IPM) is the early warning to Field Management of a potential escalated account. Field management, after review, can close or begin the escalation process.

There are 3 levels of escalation starting with level 3 and escalating to more experienced technical or product support personnel, with level 1 requiring the highest levels of expertise.

The primary communication tool for call escalation is the SAM DB. All open Escalation Levels 3 through 1 are tracked in the VANTIVE Escalation Queue, with updates for each escalation documented in the SAM DB. The District Manager or Installation Process Manager is responsible for updating the primary service field in the Escalation SO at each level. The corrective action plan at each level of escalation should be documented in the SAM DB. The District Manager or Installation Process Manager transfers all SAM DB updates to the Escalation SO upon closure.

Escalated service calls performed by National Product Specialists or development center technical specialists or Engineering should always be accompanied by the Primary Service Rep/Applications Specialist or the Service Rep/Applications Specialist managing the escalation.

Field management is responsible at all levels of escalation to communicate directly with the customer and continually manage customer satisfaction and expectation while the technical staff is working the technical plan.

A CF (Customer Feedback) must be generated at any level **when the criteria for a CF Type are met**. See BCP0001 Customer Feedback Procedure for definitions and criteria for Types.

Service Call Escalation Process

Escalation level (Refer to definition table for triggers)	Process	Communication
Escalation Alert	"Escalation Alert SO" opened and assigned to the District Manager for review and disposition. District Manager to close False Positive escalations	Internal work group.
Level 3	The District Manager promotes the "Escalation Alert SO" to level 3. Local district workgroup coordinates the corrective action plan. <ul style="list-style-type: none"> District Manager updates escalation SO and promotes to level 2 	Escalation updates at level 3 will be communicated by the Assigned Service Rep. Updates to include VoiceMail notification and/or updated escalation form. USD-SVC204001- Service Call/Applications Escalation Form
Level 2	<ul style="list-style-type: none"> National Product Specialist coordinates corrective action plan District Manager updates escalation SO and promotes to level 1 <ul style="list-style-type: none"> Escalate to level 1 only after collaboration with the National Product Specialist and District Manager 	Escalation updates at level 2 will be communicated by the District Manager. Updates to include VoiceMail notification and/or updated escalation form. USD-SVC204001- Service Call/Applications Escalation Form. National Product Specialist immediate live notification to National Product Manager if moving to level 1



US-Diagnostics Service Operating Procedure

Document Title Service Call Escalation	Effective Date: 31 Mar 06	Document ID: USD-SVC 2.04-G
	Originator: C. Burga	Page: 10 of 10

Level 1	<ul style="list-style-type: none"> National Product Manager immediately conducts conference call National Product Manager coordinates the corrective action plan 	Minimum participants for conference call: <ul style="list-style-type: none"> Technical Support Manager National Product Specialist Area or Regional Manager Assigned & Primary Service Rep District Manager Capital Equipment Consultant
---------	--	--

End of Service Call Escalation Process

Applications Specialists Escalation Process.

Escalation level	Process	Communication
Level 3	"Escalation level 3 SO" opened and assigned to the Installation Process Manager for review and disposition. Installation Process Manager to close False Positive escalations <ul style="list-style-type: none"> Installation Process Manager work group coordinates the corrective action plan. Installation Process Manager updates escalation SO and promotes to level 2 	Escalation updates at level 3 will be communicated by the Assigned Application Rep. Updates to include VoiceMail notification and/or updated escalation form. USD-SVC204001- Service Call/Applications Escalation Form
Level 2	<ul style="list-style-type: none"> National Product Specialist coordinates corrective action plan District Manager updates escalation SO and promotes to level 1 NOTE: Escalation to level 1 only after collaboration with the National Product Specialist and Installation Process Manager	Escalation updates at level 2 will be communicated by the Installation Process Manager . Updates to include VoiceMail notification and/or updated escalation form. USD-SVC204001- Service Call/Applications Escalation Form National Product Specialist immediate live notification to National Product Manager if moving to level 1
Level 1	<ul style="list-style-type: none"> National Product Manager conducts immediate conference call National Product Manager coordinates the corrective action plan 	Minimum participants for conference call: <ul style="list-style-type: none"> Technical Support Manager National Product Specialist Area or Regional Manager Installation Process Manager Assigned Applications Rep District Manager Capital Equipment Consultant

End of Document